

THE <sup>c#</sup>  
Second Part  
Of the YOUNG  
CLERKS GUIDE:

Or a second  
COLLECTION  
Of choyce

*English Presidents*

For Indentures of settlements,  
Letters of Licence and Composi-  
tion; Assignments, Letters of  
Attorney, Conditions, Obli-  
gations in English, and  
fundry others.

o Compiled by Sir R. <sup>Richard</sup> ~~Hutton~~ <sup>Hutton</sup>

And perused by a Judicious Practiser,  
very useful and necessary for all.

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CLERKS GUIDE  
OF THE YOUNG  
COLLECTION

Rec. Dec. 26, 1895.

# The Table.

## Indentures.



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A Deed of Joynture, whereby Tho. N. in consideration of a marriage intended, between Tho. his son, and Sara Mer. granteth and infeofeth lands to friends in trust under a Provisoe, to be void upon assurance of other lands by John N. heire of Tho. the father of as good value and to the like uses.

**H**is Indenture, &c. between T. N. of, &c. of the one part, and J. J. H. E. and S. R. of the other parts witnesseth, that the said T. N. for and in consideration of a marriage already agreed upon, and shortly by Gods grace to be had and solemnized between T. N. second sonne of the said T. N. and Sara M. single woman, daughter of N. M. late of, &c. deceased, and for the love and affection which he beareth to his said sonne, and for a competent Joynture to be had and provided to and for the said Sara, and for provision of maintenance for her, and for settling the inheritance of the lands and tenements herein after mentioned to such use and uses, and upon such trusts and confidence, as are herein declared, limited and expressed, and for divers other good considerations him moving, hath granted, infeofed, released, and confirmed, and by &c. unto  
B the

the said J. J. H. and R. and to their heires and assignes for ever, all that messuage or tenement, with the appurtenances scituat, &c. and one yard land, meadow, or pasture to the said messuage or tenement belonging, that is to say, one Close, &c. and also all houses, edifices, buildings, barnes, stables, orchards, gardens, back-fides, courts, void grounds, lands, meadows, leasowes, feedings, pastures, commons, woods, under-woods, trees, hedge-rows, ways, waters, ponds, poultes, fishings, fishing-places, profits, commodities, hereditaments, and appurtenances whatsoever, to the said messuage, tenement, yard land and premisses, or any part or parcel thereof, now, or at any time heretofore belonging or appertaining, and all rents, reversions, remainders and services of the said premisses, and every part thereof, To have and to hold the said messuage or tenement, and all and singular other the premisses before mentioned, meant, or intended to be granted, intended, and confirmed, and every part and parcel thereof, with the appurtenances to the said J. J. H. E. and S. R. and to their heires and assignes for ever, to the only uses, intents and purposes, hereafter in these presents limited, expressed, and declared, and to none other use, intent, or purpose (that is to say) to the use and behoof of the said J. J. H. E. and S. R. and of their heirs, until the solemnization of the said marriage, between the said T. N. the sonne, and Sara M. and from and after the solemnization of the same marriage to the use and behoof of the said J. J. H. E. and S. R. and of their heires, for and during the natural life of the said Sara, and from and after her decease to the use and behoof of the said T. N. the sonne, for and during the tearme of his natural life, and from and after the death of the said Sara M. and T. N. to the use and behoof of the heires of the body of the said Sara M. by the said T. N.

T. N. the sonne, begotten and to be begotten, and for default of such heires, to the use and behoof of the said T. N. the sonne, and of the heirs of his body, and for default of such heirs, to the use of the said T. N. the father, and of his heirs and assignes for ever, and the said T. N. the father, for himself, his heirs, executors, and administrators, and every of them doth covenant, promise and grant, to and with the said J. J. H. E. and S. R. and every of them, their, and every of their heirs and assignes by these presents, that he the said T. N. the father, at the time of the enfealing and delivery hereof, is the true and lawful owner of the said messuage, tenement, and premises, and every part thereof, and of and in the same and every part and parcel lawfully and rightfully seized of a good estate of inheritance, in fee-simple, and also that he the said T. N. the father, at the time of the enfealing and delivery hereof, hath full power, good right, and lawful authority, to grant, convey, and assure the said premises, and every part thereof to the said J. J. H. E. & S. R. their heirs and assignes in manner and forme aforesaid, according to the true intent and meaning hereof, and that the said messuage, tenement and premises, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times hereafter forever shall or may be, remain and continue unto the uses, intents and purposes aforesaid, and according to the true intent and meaning hereof, clearly acquitted and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, joyntures, statutes, recognizances, judgments, extents, and of and from all other titles, charges, troubles, and incumbrances whatsoever had, made, done, committed or suffered to be done by him the said T. N. the father, or by any other person or persons

Persons whatsoever, except one Indenture of lease bearing date, &c. made and granted of the premises by T. H. to the said N. H. and M. his wife, and to M. their daughter for tearme of their lives, successively one after another, at and under the yearly rent of forty shillings of lawful money of *England*, quarterly to be paid by even portions, and also except one other lease by Indenture, bearing date, &c. made and granted of the premises by the said T. N. the father to G. M. &c. for one thousand years, with a provisoe to be void, upon payment made of certain sums of money, at certain times therein mentioned, whereof only one day is past, and the money then due is paid, and without any lett, interruption, challenge, claim, disturbance, or incumbrance, of or by him the said T. N. the father or his heires, and without any lawful lett or interruption, challenge, claime, disturbance or incumbrance of or by him the said T. N. or any other person or persons, claiming or to claime, by or under him, or his estate, right, title or interest, except such as shall or may claime by or under the leases before excepted, or either of them, and for the tearme thereby granted only: and the said T. N. the Father, doth further for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said J. J. H. E. and S. R. and every of them, their heirs and assignes by these presents, that he the said T. N. the father and his heirs, and all and every other person and persons, lawfully claiming or to claim by or under him (except such as shall or may claim by or under the leases before excepted) shall and will from time to time and at all times hereafter upon the reasonable request, and at the costs and charges in the law, of the said J. J. H. E. and S. R. or any of them, their heirs or assignes, make, do and execute all such further acts, things, and assurances, for the fur-

further and better assuring of the said premisses, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said J. J. H. E. S. R. or any of them, their heirs, or assignes shall be in that behalf reasonably devised, or advised and required, and that all fines and other assurances, at any time hereafter to be had, levied, or executed of the premisses, or any part thereof shall be, and shall be deemed, adjudged, and taken to be, to and for the uses, intents, and purposes in these presents mentioned, limited, and declared, and it is expressed and declared by all the said Parties, that the said Estate for life of the said Sara, limited to the said J. J. H. E. S. R. as aforesaid, is so limited, upon special trust and confidence in them reposed, that they and every of them, their heirs and assignes respectively, to whose hands or custody any of the rents, issues or profits of the said premisses shall come during the life of the said Sara, shall from time to time pay, deliver, dispose, and imploy the same rents, issues, and profits, and every part thereof, either to the said Sara her self, or to such other person or persons, use or uses, as she the said Sara shall by any writing under her hand from time to time, limit, or appoint; provided always, and it is nevertheless covenanted, & granted by and between the said Parties, that in case John N. son and heir apparent of the said T. N. the father, shall within seven years next ensuing the date hereof, at his own proper costs and charges, well and sufficiently convey and assure or cause to be conveyed and assured by good and sufficient ways and means in the law, to the said J. J. H. E. S. R. and to their heires, or to the Survivors or Survivor of them, and his or their heires, to and for, and upon the like uses, intents, trusts, confidences and purposes, as are before herein limited, expressed & declared, messuages, lands, & tenements scituate, lying, or being in, &c. and which



shall be of as much more clear yearly value, as the said messuage, tenement and premisses hereby mentioned, meant, or intended to be granted, and of every part thereof shall be then worth, that then from and after such conveyance and assurance, passed and perfected the use and uses, trusts and confidences, herein before limited and expressed, shall cease, determine and end, and then and from thenceforth they the said J. J. H. E. and S. R. and their heires shall stand, and be seised of and in the said messuage, tenement and premisses hereby mentioned, meant, or intended to be granted, and of every part thereof to the use and behoof of him the said J. N. his heires and assignes for ever, and to no other use, intent, or purpose whatsoever, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

*A Charterpartie of affreightment.*

**T**His Charterpartie of freightment indented, made the, &c. by R. H. and A. N. Owners of the good ship called the H. of London, of the burthen of, &c. now riding in the river of Thames (whereof is Master under God J. P.) of th' one part, and H. S. of th' other part, witnesseth that the said Owners have granted and letten to freight to the said H. S. the aforesaid ship. And that the said H. S. hath hired her for a voyage to be made with her by Gods grace in manner and forme following, viz. the said Owners covenant and grant by these presents, to and with the said H. S. his, &c. that the said ship with the first and next good wind and weather, that God shall send after the first day of, &c. shall depart from the said river of Thames, and directly saile to B. in the Realme of France, with such goods, wares and merchandizes as

the

the said H. S. his Factor, or assignes, before the said Feast-day of, &c. next coming shall think good to charge and lay in her, *viz.* so much as she may reasonably carry, and being arrived and come to the said port of B. or so nigh to the same as she safely and conveniently may come, shall there tarry by the space of thirty days next after her arrival, aswell there to discharge and unlade such goods and merchandizes, as shall be so freighted and laden in her as aforesaid, as also to receive her full lading of such goods, wares and merchandize, as the said H. S. his Factor or assignes shall think good, *viz.* as much as she may reasonably carry, within which time, and days above limited and appointed, the said H. S. covenanteth and granteth by these presents to discharge and relade, or cause to be discharged and reladen the aforesaid ship in manner and forme aforesaid. Which ship so being able, the said Owners covenant and grant by these presents, That she shall with the first and next good winde and weather, next after that she shall be reladen, as aforesaid, depart and return from B. aforesaid, and by Gods grace directly saile, and come to the port of the City of London, or as nigh the same as she can safely come, where she shall tarry by the space of, &c. after her arrival there, to make her right discharge. And the said H. S. covenanteth, &c. within the space of, &c. next after the arrival of the said ship at the port of the City of London, as well to receive or cause to be received the ships lading, as also to content and pay or cause to be paid unto the said Owners, their executors or assignes the summe of, &c. for the freight and lading of the said ship both outwards and homewards, at the place of the right discharge of the said ship, together with average, poynage and petty lodenage, and all other duties due and accustomed according to the use of Easterne ships, And the said Owners covenant

and grant by these presents, to warrant and prepare the said ship, strong and stanch both above and beneath, and well and sufficiently tackled and apparelled with masts, sails and sail-yards, anchors, cable ropes, cords, guns, powder, shot, and all other instruments, munition, artillery, furniture, tackling and apparel, necessary and convenient for such a ship with an able Master, eleven men and a boy, which shall be ready at all times convenient, with the boat of the same ship, to serve the said H. S. his Factors and assignes, to and from land during this present voyage aforementioned, And to the observing of all and singular the covenants, grants, articles, deliveries, receipts and agreements, and all other things above rehearsed, which on the part and behalf of the said Owners are to be observed and kept in forme aforesaid, the said Owners bind them, and either of them, their executors, goods, and especially the same ship with her freight, tackle, and apparel, to the said H. S. his, &c. in the penalty of, &c. well and truly by these presents to be paid, And likewise to the observing of all and singular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearsed, which on the part and behalf of the said H. S. are to be observed and kept in forme aforesaid, the said H. S. bindeth himself, his executors, and goods, whatsoever they be, and wheresoever they may be found to the said Owners and their executors, in the penalty of, &c. well and truly to be paid by these presents. In witnesse, &c.

*A Transport of goods in a ship.*

**T**O all, &c. I A. P. of &c. send greeting &c. Whereas I the said A. P. in the moneth of, &c. last past, did lade in the port of London of my own proper goods,

goods, and for my own proper use and accompt, in-  
 to and aboard the good ship called, &c. whereof one  
 T. C. was then Master, for and during her then in-  
 tended voyage, so much, &c. to the intent and pur-  
 pose, that all the aforesaid kerfies and clothes, should  
 be transported for and in trade of merchandize, in  
 and with the said ship, (amongst other her lading,) in  
 her voyage then intended to be made to *Constanti-*  
*nople*, and other places beyond the seas, and within  
 the streights of *Gibraltar*, and to return again into  
 the port of *London*. Now know ye, that I the said  
 A. P. for and in consideration of the summe of, &c.  
 by F. I. of, &c. to me paid, wherof I acknowledge the re-  
 ceipt by these presents: Have given, granted, aliened,  
 bargained, sold, transferred, assigned, and set over, And  
 by these presents do absolutely give, grant, alien, bar-  
 gain, sell, transfer, assigne, and set over unto the said  
 F. I. as well all and every the said kerfies and clothes  
 aforesaid, which were laden into the said ship, for  
 th' use, accompt, or behoof of me the said A. P. as a-  
 fore is mentioned, As also all and every such adven-  
 ture and adventures, summe and summes of money,  
 goods, wares, merchandize and encrease whatsoever,  
 which is or shall be returned, had, gained, or gotten,  
 by reason or in respect of the said kerfies and clothes  
 so laden outward as aforesaid, or for or in respect of  
 any part or parcel thereof in any manner of wise, to  
 have, hold, take, receive and enjoy all the payments a-  
 forementioned, to be hereby given, granted, aliened,  
 bargained, sold, transferred, assigned, and set over,  
 and every part and parcel thereof to the said, &c. to  
 his and their own proper use and uses, as his and  
 their own proper goods, from henceforth freely for  
 ever, and to the intent and purpose that the said  
 F. I. his, &c. may the better have, receive and enjoy  
 all the goods, merchandizes, and premisses a-  
 fore

fore hereby granted, bargained, sold, assigned, and set over, and every part thereof, according to the true meaning and purport of these presents, I the said A. P. do hereby make, authorize and appoint him the said, &c. my true and lawful Attorney irrevocable in my name & stead, but to his own use to do, execute, &c. all and every act, matter and thing whatsoever, rouching or concerning the premisses, or any part thereof, in as ample manner, &c. giving, and by these presents granting, &c. and I do hereby covenant, &c. to ratific all, and what soever, &c. covenants for quiet enjoying, without any let, reclaim, &c. and to do any further act &c. but the said F. I. to abide the hazard at sea. In witness, &c.

*A Deed of gift in consideration of the discharging of debts.*

**T**O all, &c. &c. I I. W. of, &c. send greeting. Whereas I am indebted, and do owe unto divers persons, divers summes of money, which I cannot satisfie or make payment of, as my said Creditors do desire, by reason many debts are owing unto me. And whereas my loving friends, &c. have undertaken to give satisfaction to my said Creditors, for my said debts owing as aforesaid. Know ye that I the said J. W. for and towards the indemnity and saving harmlesse of them the said, &c. for and concerning the payment of the said debts, have given and granted, and by these presents do, &c. unto the said, &c. All and every such summe and summes of money, goods, chattels and debts, as I now have and am possessed of, and which are due, owing, or payable unto me, in the hands or custody of any person or persons whatsoever, mentioned in a Schedule or Inventory to these presents annexed, To have, hold, receive

receive, take and enjoy the said goods, chattels, credits, debts, summe and summes of money, unto the said, &c. their executors and administrators, to their and every of their use and uses, and as their and every of their own proper goods, for ever absolutely without any reclaim, challenge, or contradiction of any person or persons whatsoever. And I have set and put the said, &c. in full and peaceable possession of all and every the premisses, by the delivery unto them of a piece of money, called six pence fixed in the seale hereof. And for the better recovery of the said debts, I the said I. W. have made, ordained and authorized, and by these presents do constitute and appoint the said, &c. and every of them to be my true and lawful Atturney irrevocable in the name of me, my, &c. but to and for, &c. to aske, sue for, leavy, recover and receive all and every such goods, chattels, credits, debts, summe and summes of money, as are in these presents, and in the said Schedule specified, And all and every the debtor and debtors detainer and detainers thereof, or of any part thereof, to sue, implead and prosecute by due course of law, in any court of record or equity. Giving and by these presents granting, &c. my full power strength, &c. (as in a letter of Att) A covenant for allowing & justifying all actions, &c. without any non-suit, retraxit, or other act or thing, or without any accompt, &c. and to make further letters of Att. and assurance for the recovery of the premisses, To the true performance whereof I bind me, my, &c. to the said his, &c. in the summe of, &c. firmly by these presents. In witness, &c.



*A Deed of gift of goods with warrantie.*

TO all, &c. I A. B. &c. send greeting. Know ye that I the said A. B. being of a good perfect mind, and without fraud or deceit, for divers good causes and considerations me hereunto moving, have given granted and confirmed, and by these presents do give, grant and confirme unto, &c. All and singular my goods, chattels, implements, debts, bills, bonds, specialties, necessities, summes of money, and other things whatsoever, as well moveable as immoveable, of what nature, kind, or quality soever they be, and in whose hands, custody, possession, governance or keeping, or in whatsoever place or places they be or may be found, as well on this side as beyond the seas. To have, and to hold, leavy, perceive, use, receive and enjoy all and singular the said goods, chattels, implements, credits, debts, specialties, summes of money, and all other the premisses, with all and singular their appurtenances unto the said C. D. his, &c. to th'only proper use and behoof of the said C. D. his, &c. for ever. Freely, peaceably and quietly, without any manner of reclaim, challenge or contradiction of me the said A. B. my, &c. or of any other person or persons, by my means, title, or procurement in any manner of wise, and without any account, reckoning, or answer, therefore to me, or any in my name, to be given, rendred, or done in time to come. So that neither I the said A. B. my, &c. nor any other person or persons, by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claime, challenge or demand in, or to the premisses, or any part thereof, any interest, right, title, use, or possession, but from all action of right, title, claime, interest, use,

use, possession and demand thereof, we and every of us to be utterly excluded, and for ever debarred by these presents, and I the said A. B. my, &c. all the said goods, chattels, and other things above mentioned, with their appurtenances unto the said C. D. his, &c. To th' use above said against all people shall warrant, and defend by these presents, of which said goods, chattels, and other things I the said A. B. have put the said C. D. in peaceable possession, by the delivery of six pence, which I have paid and delivered to the said C. D. the day of the date hereof. In witnesse, &c.

*A Deed of gift.*

**T**O all, &c. I A. B. &c. send greeting &c. Know ye that I the said A. B. for the love, good will, and affection, which I have and bear towards my loving friend, C. D. of, &c. have given and granted, and by these presents do freely, clearly and absolutely give and grant unto the said C. D. his, &c. all and singular my goods, wares, household-stuffe, plate, jewels, ready money, leases, chattels, implements, and all other things alive or dead whatsoever, as well moveable as immoveable, both real and personal, whatsoever they be, and in whose hands, custody or possession soever the same or any of them, or any part thereof, can or may be found remaining, and being as well in the messuage or tenement with th' appurtenances, wherein I now dwell, as in any other place or house whatsoever within the, &c. To have and to hold all the said goods, chattels, household-stuffe, implements, and all other the premisses unto the said his, &c. from henceforth to his and their own proper use, and as his and their own proper goods, for ever absolutely without any manner of condition, &c. And I the said  
A.B.

A. B. have set and put, &c. In witnesse, &c.

*Nota.*

If a Deed of gift be made of money owing to the donor, Let there be a letter of Att. comprehended therein.

If the Deed be made of goods and chattels in consideration of a debt, let there be a covenant in the same deed, that the donor shall permit the donee to come into the house, or any other place where the goods be, quietly and peaceably to receive and carry away the same to the use of the donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the same goods and chattels shall not be wasted, and that they are free from any former gifts, or incumbrances at th'ensealing, by a penny fixed in the seal, or some part of the said goods. But assurance for debt of goods and chattels is best to be done by bargain and sale, indented with an Inventory.

*A Covenant that the Leasor shall scale a new Lease, and in the interim the Lessee to enjoy, though the old Lease be surrendered.*

**T**O all, &c. I B. H. send greeting, whereas I. M. at the request of me the said B. H. and for the considerations hereafter specified, hath granted and surrendered by his writing, bearing date with these presents, one Indenture of Lease bearing date the, &c. and all the right, interest and terme of years, which he the said I. M. now hath, or of right ought to have of, in and to, &c. in the said Indenture of Lease, specified by me the said B. H. unto him the said I. M. demised for the terme of, &c. and for the rent of, &c. payable quarterly. Now know ye that I the said B. H. for me, my executors and administrators do cove-  
nant

nant and grant to and with the said I. M. his, &c. and to and with every of them by these presents, that I the said B. H. my, &c. in consideration of the said surrender of the said Lease and premises, and for other good considerations me moving shall and will at the costs and charges of me the said B. H. my, &c. at or before, &c. make, seal, and in due forme of law deliver unto the said I. M. his, &c. one other good and sufficient new Lease of the said, &c. for the remainder of the said terme of, &c. then to come, for and upon such rent, covenants and conditions as are specified and contained in the Lease above recited, made by me the said B. H. unto the said I. M. And that the said I. M. his, &c. shall and may in the mean time, until the said new Lease of the premises shall be by me unto him so made, sealed and delivered, as is aforesaid, peaceably and quietly have, hold, and enjoy the said messuage, or tenement, shop and premises, with the appurtenances, and every part and parcel thereof, without any let, trouble, or contradiction of me the said B. H. my, &c. or of any other person or persons, claiming, or which shall or may claim any estate or interest in or to the premises, or any part thereof, by, from, or under us, or any of us. In as large and ample manner and sort to all intents and purposes, as if the same Indenture of Lease had been in full force, and still remaining in the hands of him the said I. M. In witnesse, &c.

*A Covenant not to commence any action or suite  
against a Surety that stands bound*

**T**O all, &c. Whereas I. M. and B. F. of, &c. by their obligation, dated, &c. are, and stand bound unto me the said I. in the summe of, &c. conditioned for payment of, &c. at a day long thence past  
as

as by the same obligation and condition thereof more plainly appeareth, which said summe of, &c. or any part thereof, was not paid according to the condition of the said obligation, whereby the said obligation became forfeited. And whereas the said I. in *Easter* terme in the yeare, &c. in the Court, &c. obtained judgement of, &c. together with, &c. costs against the said, &c. as by the Records of the said Court more plainly may appear. Now know ye that I the said, &c. for divers good causes and considerations me especially moving, am pleased and contented, and for me, my, &c. do covenant, promise and grant to and with the said their, &c. That neither I the said, &c. my, &c. nor any of us, nor any other person or persons whatsoever, in the name of us or any of us, shall at any time or times hereafter sue, implead, molest, arrest, attach, imprison and condemne, or cause to be, &c. the said I. M. his &c. or any of them for or upon the aforesaid obligation so forfeited as aforesaid, or by vertue of the said judgement, or of any execution or elegit to be had or procure thereupon, or by any other wayes, or means whatsoever. In witness, &c.

*Covenant to pay the Sheriffe or his Bayliffe for apprehending a man.*

**T**O all, &c. I T. O. of &c. send greeting. Whereas, &c. doth owe and is indebted unto me the said, &c. in the summe of, &c. by bill or writing obligatory under his hand and seale, upon which bill I have commenced a suit at law, and thereupon had judgement, upon which I have taken out execution. And whereas M. F. Sheriffe of, &c. or T. S. Bayliffe of the wapentake or hundred of, &c. for the considerations here-under written and agreed upon, hath undertaken to do his best endeavour for the serving of the

the said execution, and by vertue thereof to apprehend the body of the said I. S. Now know ye that I the said T. O. for me, my &c. do covenant, &c. That if the said M. F. or T. S. do serve the said execution upon the body of the said I. S. and him imprison and commit unto the Gaole, whereupon he may remain charged with the said debt, or if upon serving the said execution the said I. S. do pay, &c. the said debt or compound with me for the same, that then in any of the cases aforesaid, I the said, &c. shall and will forthwith pay, the said M. F. or T. S. the summe of, &c. in consideration of the said businesse to to be performed, &c. In witnesse, &c.

*Covenants between two Partners at the dissolution of their Co-partnership.*

**T**His Indenture made, &c. between T. H. C. and G. of London of the one part, and W. I. C. and G. of London aforesaid of th' other part, witnesseth, that whereas the said T. and W. by their Indenture of Co-partnership bearing date, &c. for the consideration in the said Indenture specified, did condescend, conclude and agree to become and continue joynt-dealers and Co-partners together, in the art and mystery of, &c. and in buying, selling and uttering of, &c. and all other wares, commodities and merchandizes, belonging, or commonly used to and with the said trade for the terme of, &c. from the Feast-day of, &c. last past, &c. (if the said T. and G. should so long live, and unlesse they the said T. and W. should otherwise agree together, as by the said Indenture of Co-partnership, (whereunto relation being had) more at large, &c. And wheteas the said T. and W. by their mutual consents, free will and agreement, and for very good causes and considerations then their



to moving, have thought good to dissolve and break off the Co-partnership, and from thenceforth to become no Co-partners together. Now this Indenture further witnesseth, that it is covenanted, concluded & fully agreed, by and between the said, &c. for, and concerning the premisses in manner and forme following, *viz* first the said W. for, and in consideration of a certain summe of money to him the said W. in hand, at th'ensealing and delivery of these presents by the said, T. well and truly paid and delivered for him, his, &c. doth covenant and grant, &c. by these presents to assigne and let over, remise and release unto the said T. his, &c. all and every such part, portion and share as he the said W. his, &c. hath, may, might or ought to have of, in, and to all and singular the goods, chattels, household stuffe, wares, merchandizes, debts, obligations, specialties, bills obligatory, summe and summes of money, and other things whatsoever incident, or belonging to the said late Co-partnership, or joynt-dealing in any manner of wise, and also his estate, in tereft, right and demand therein, or in or to any part thereof, together with all such benefit and commodity as he the said W. his, &c. might or ought to have had, taken or received, upon, for, or by reason of the said bills, bonds, books, obligations, or specialties belonging to the said Co-partnership. And that it shall and may be lawful for and for the said T. his, &c. to have, keep, receive and enjoy aswell all, and every the goods, chattels, household-stuffe, wares, and merchandizes, belonging to the said late Co-partnership, as also all and every such debts, duties, summe and summes of money, as shall be had, received, obtained or gotten by vertue of the said books, bills, bonds, obligations, or specialties, or any of them, or of any suit, judgement, execution or proesse, thereupon to be commenced, pursued,

had; or taken without the lett, trouble, or contradiction, or the unjust plea in barr arising from any act or thing heretofore done or hereafter to be done or willingly suffered by the said W. his, &c. or any of them, and without any accompt or other thing to be therefore rendred; or yielded to the said W. his, &c. or any of them. And further that he the said W. heretofore hath not received any summe or summes of money, belonging to the said late Copartnership, (other then such as are already allowed upon accompt) nor hath released or discharged, nor that he, his executors or administrators shall or will hereafter receive, release, discharge, or make frustrate all or any of the said debts, duties, summe or summes of money, bonds, specialties, or demands, due or to be due, by vertue of the said bills, books, specialties, obligations, or agreements, or any of them (other then such as are allowed upon accompt as aforesaid) without the consent or agreement of the said T. H. his, &c. first had and obtained in writing under his or their hands, nor voluntarily or willingly discontinue, disavow, or suffer to be non-suited in, or make any retraxit, or otherwise discharge, hinder, or delay any action, suite, or plaint whatsoever, which he the said T. H. now hath, or at any time hereafter shall commence, prosecute, or pursue in the name of the said W. G. his, &c. for the recovery or obtaining of the said debts, duties, summe or summes of money, or demands belonging to the said late joynt-dealings; but that he the said W. G. his, &c. shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs of the said T. H. his, &c. justifie, allow, maintain and avow all and every such action, suite, plaint, and arrest, as he the said, his, &c. shall commence, &c. for the recovering, leavying, obtaining, or getting of all or any

any the debts, &c. belonging to the said late Co-partnership, ratifying, &c. all and every lawful act, matter and thing whatsoever, which he the said his, &c. shall commence, prosecute, &c. for the recovering, &c. the said debts, duties, &c. or any of them. And lastly, that he the said T. H. his, &c. shall and will from time to time, and at all times hereafter well and sufficiently acquit and discharge, save and keep harmlesse the said W. his, &c. of and from all and all manner of troubles, damages, arrests, costs, charges, and incumbrances whatsoever, which shall or may be taxed, urged, or happen to be had, recovered, or obtained against the said T. his, &c. for or by reason or means of any action, suite, &c. which the said T. H. now hath, or shall hereafter commence, &c. or cause to be commenced, &c. against any person or persons, for recovering, having or obtaining any of the said debts, duties or demands above specified, or for any debts, duties, summe or summes of money, or any thing whatsoever, touching the said late Co-partnership, now owing, or which hereafter shall be due or payable to the said T. and W. or either of them or any person or persons whatsoever, or for or by reason of any debts now owing, or wares taken up, upon credit by him the said T. his, &c. and not charged upon the said partable account, wherewith whereby he the said W. G. his, &c. shall or may be charged or chargeable In witness.

*A Partition of debts, between one Co-partner, and his Executor of the other, and to sue, &c.*

**T**His Indenture made, &c. between R. E. Citizen &c. and R. S. of London Gentleman, sonne

heire apparent of W. S late Citizen, &c. deceased, and Executor of the last Will and Testament of the said W. S. of th'other part, witnesseth, that whereas the said R. E. and W. S. in the life-time of the said W. S. for many years together, did deal<sup>e</sup> and traffique as joynt- Partners and Occupiers in the trade of, &c. and other merchandizes, and in buying, selling, and merchandizing, and by reason thereof divers and sundry summes of money, by divers and sundry persons, became due and payable to them, joyntly as debts, owing to the said R. and W. joyntly. And whereas therefore the said R. E. and W. S. in the life-time of the said W. S. by agreement between them, divers debts due and owing between them, did sever and part in such manner and forme, as in and by a certain paire of Indentures, bearing date the, &c (and certain Schedules thereunto annexed,) made between the said R. E. of th'one part, and the said R. S. &c. is mentioned, and more plainly doth and may appear, sithence which time divers and several of the debts therein mentioned, have been received and compounded for, aswel by the said R. E. and W. S. in the life-time of the said W. as also by the said, &c. Executor of the said W. sithence the decease of the said W. And whereas also divers and sundry other summes remaining then and yet unpaid and uncompounded for, for the better recovery whereof, and for the continuing of peace and amity between them, they the said R. E. and R. S. have equally divided those debts, yet remaining unreceived or compounded for, as in and by two several Schedules thereof made (th'one called the first Schedule, wherein the debts, duties, summes of money and demands, yet unreceived, now allowed, and appointed to the said R. S. are contained and mentioned, and th'other called the second Schedule,

wherein the debts, duties, summes of money and demands, yet unreceived and now appointed to the said R. E. are likewise conteined and mentioned, and hereunto annexed) more plainly, it doth and may appear.

This Indenture now further witnesseth, that it is covenanted, granted, concluded, and fully agreed between the said R. E. and R. S. for and concerning the premisses in manner and forme following, *viz.* first the said R. E. for him, his, &c. doth by these presents grant, assigne and set over, remise and release unto him the said R. S. all and every the debts, obligations, and bills obligatory, and several summes of money in the said Schedule annexed, unto this present Indenture, called the first Schedule mentioned and expressed, and all his part, portion, interest, right & demand therein or thereof, with all such benefit and commodity, as the said R. E. his, &c. can or may lawfully take, receive or have upon or by reason of any the said obligations, bills, debts, duties or demands conteined or mentioned in the said Schedule called the first Schedule, allotted to the said R. S. And further the said R. E. doth by these presents for him, his, &c. constitute, and in his place appoint the said R. S. during his life, and after the death of the said R. S. his Executors and Administrators, to be his lawful Attorney irrevocable, for and in the name of the said R. E. during his life, and after his decease, for and in the name of his, &c. to aske, take, &c. of all the debtors in the said Schedule called the, &c. and annexed to this present Indenture mentioned, or any of them, or of the heirs, &c. all and every the summe and summes of money in the said Schedule called the first Schedule mentioned or contained, and the said R. E. for him, his, &c. doth covenant and grant to and with the said R. S. his, &c. by

these presents, that it shall and may be lawful to and for the said R. S. during the life of the said R. S. and to and for the executors of the said R. S. after his decease, at th'only costs and charges of the said R. S. his, &c. or some of them in the name of the said R. E. during his life and after his death, &c. to prosecute any actions, suites or plaints for the recovery of all, or any the debts, duties, or demands in the said Schedule annexed to this present Indenture, called, &c. conteined or mentioned against all or any of the debtors therein named, their, &c. and the same actions, suits and plaints and every or any of them, at the like costs and charges of the said R. S. his, &c. without the lett, trouble, contradiction, or the unjust plea in barr, arising from any act heretofore done by the said R. S. his, &c. to prolecutre and pursue until judgement and execution thereupon, shall be had and taken, and all such summe or summes of money, as shall upon or by reason of any such suit or suits, happen to be recovered, had, leaved, or received, to take and keep to th'only use and behoof of the said R. S. his, &c. without any accompt or other thing, to be therefore rendred or yielded to the said R. his, &c. or any of them, ratifying, &c. all and every action, act and thing, which the said R. his, &c. shall make, do, commit or execute, or cause, &c. in or about the premisses, for or touching the recovery or receiving of all or any the said debts, in the said Schedule mentioned. And the said R. E. his, &c. doth by these presents covenant, &c. to and with the said R. S. his, &c. that the said R. E. hath not heretofore released or discharged, nor that he, his, &c. shall or will release or discharge all or any the debts, duties, summes of money or demands, in the Schedule, &c. without the consent or agreement of the said R. S. his, &c. first had and obtain-



ed in writing under his or their hand, nor voluntarily or willingly discontinue, disavow, or be non-suited in, or make any retraxit, or otherwise discharge, to hinder or delay any such action, suit or plaint, which the said R. E. his, &c. shall at any time hereafter commence, &c. in the name of the said R. S. for recovery or obtaining of all or any the said, &c. in the said Schedule, &c. mentioned. But that the said R. E. his, &c. shall and will from time to time, and at all times hereafter, justifie, avow, &c. all and every such actions, suits, &c. which be the said R. S. his, &c. shall at any time hereafter commence or prosecute at the costs and charges of the said R. S. his, &c. against any person or persons, for recovery or obtaining of all or any the said debts, &c. in the said Schedule annexed to this present Indenture, called, &c. mentioned or expressed. Ratifying, &c. all and every matter and thing whatsoever, which the said R. S. his, &c. or any of them shall commence, make, do, execute, or prosecute, for the receiving, recovering, leaving, &c. the said debts, &c. or any of them. And the said R. S. for him, his, &c. and every of them in consideration of the premises, doth by these presents covenant and grant to and with the said R. E. his, &c. and every of them, that he the said R. S. his, &c. shall and will from time to time, and at all times hereafter sufficiently acquit, discharge and save harmlesse the said R. E. his, &c. and every of them of and from all manner of damages, troubles, suits, arrests, costs and charges whatsoever, which shall be taxed upon, or happen to be had, brought, recovered, or obtained against the said R. E. his, &c. goods, chattels, or lands, for or by reason of any action, suit, plaint, processe, judgement, arrest, or execution which the said R. S. his, &c. shall hereafter bring, commence, pursue or prosecute,

or cause to be, &c. against any person or persons in the said Schedule annexed to this present Indenture called the first Schedule named, contained, or mentioned there, &c. for the recovering or obtaining of any the said debts, duties, &c. in the said Schedule mentioned, and the said R. S. for him, his, &c. doth further covenant, grant, assigne, set over, remise and release unto the said R. E. all and every the debts, obligations and bills obligatory and several summes of money, duties and demands in the said Schedule called, &c. annexed to this present Indenture, allotted to the said R. S. contained and expressed, and all bills, bonds, obligatory writings and specialties whatsoever, touching or concerning the same or any of them, and all his part, portion, interest, or demand therein, or thereunto, or of any part or parcel thereof, together with all such benefit and commodity as the said R. S. his, &c. can or may lawfully have, take, or receive, upon or by reason of any the said debts, duties or demands, contained or expressed in the said Schedule, &c. And that all and every the several summes of money in the said Schedule, &c. annexed to these presents contained and expressed, shall be and remain fully and wholly to the said R. S. his, &c. without the lett, trouble or contradiction, or without any accompt, or other thing, to be therefore rendred or yielded unto the said R. S. his, &c. or any of them. And the said R. S. doth by these presents further covenant, promise and grant, to and with the said R. E. his, &c. That neither the said W. S. in his life time, nor the said R. S. Sithence the time of his decease, nor either of them heretofore have nor received, released, or discharged, nor that the said R. S. his, &c. shall or will receive, release, or discharge all or any of the said debts, duties, summe or summes of money or demands in the said Schedule,

&c.

&c. contained or expressed, and allotted to the said R. E. for his part of the premisses as aforesaid, without the consent of the said R. E. his, &c. thereunto first had and obtained in writing under his or their hands. Nor otherwise voluntarily or willingly discharge, hinder or delay any action, suit or plaint whatsoever which the said R. E. his, &c. shall at any time hereafter commence, &c. for recovery, or obtaining of all or any the said debts, &c. in the said Schedule, &c. mentioned, and whereas the debt-books, and other books, bills, bonds, obligations and specialties, wherein the debts, duties and demands before mentioned, and wherein or whereby any wares or merchandizes were sold, or delivered to the persons in the said Schedule named, are contained or expressed, are now in the hands and possession of the said R. S. therefore the said R. S. doth covenant for him, his, &c. to deliver the same to the said R. E. his, &c. upon demand, and shall and will likewise upon the like request at the place aforesaid, produce and shew forth to the said R. E. the said book called the debt-book, and all other books, scores and writings, which remain in the hands, possession or custody of the said R. S. wherein the said debts, duties, or demands, or any of them contained in the said Schedule, &c. are mentioned or expressed, or whereby or wherein any wares or merchandizes, touching or concerning the same, were sold or delivered to any the persons in the said Schedule, &c. whereby the said R. E. may have and take the view, benefit and use thereof, to be shewed or produced forth in any Court or Courts of Record, or elsewhere for the declaring, proving or recovering of all or any the said debts in the said Schedule, &c. or other occasions whatsoever without any lett, &c. In witnesse, &c.

*A Conveyance from I. T. and El. his wife, (being Tenant in tayle), to R. H. and El. his wife, and the heires and assignes of R. H. for ever.*

**T**HIS Indenture, &c between I. T. of, &c. Gent. and *Elinor* his wife, Cousin and next heire of T. L. late of the City of, &c. Gent. deceased, without issue of his body (that is to say) only daughter and heire of W. L. Gent. elder brother and heire of the said T. L. of th'one part, and R. H. of, &c. and *El.* his wife of th'other part witnesseth, that they the said I. T. and *El.* his wife, as well for and in consideration of the summe of 210. l. of, &c by the said R. H. unto them thy said I. T. and *El.* his wife, at the en-sealing and delivery of these presents well and truly in hand paid, the receipt whereof they the said I. T. and *El.* his wife, do hereby acknowledge, and thereof and of every part and parcel thereof, do fully, clearly, and absolutely acquit, exonerate and discharge the said R. H. his heires, executors and administrators, and every of them by these presents, have granted, aliened, bargained, sold and confirmed, and by these presents, &c. unto the said R. H. and *El.* his wife, all that one messuage or tenement, &c together also with all and singular the roomes, sellars, sollars, halls, parlours, chambers, houses, housings, vaults, pavements, courts, yards, easements, and other hereditaments, emoluments and appurtenances whatsoever, unto the said messuage, or tenement and premisses, or any of them appurtenant, belonging or appertaining, or had used, demised, occupied or enjoyed as part, parcel, or member thereof, or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them and of every of them, and also they

they the said I. T. and *EL.* his wife, for the consideration aforesaid, have granted, bargained and sold, and by, &c. unto the said R. H. his heirs and assignes, all and singular letters patents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, indentures, counterpanes, writings, evidences, escripts and minuments whatsoever, concerning only the premisses hereby mentioned, to be bargained and sold, or only any part thereof, and which now are in the hands, custody or possession of the said I. T. or of any other person or persons, by his delivery or appointment, or to his use, or the use of the said *EL.* his wife, and which he may have, obtain or come by, without suit in the law, and also true copies of all such other letters patents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, indentures, counterpanes, writings, evidences, escripts and minuments whatsoever, amongst other things concerning the premisses, or any part thereof, and which now are in the hands, custody, or possession of the said I. T. or any other person or persons, by his delivery or appointment, or to his use, or which he may have, obtain or come by without suite in the law, all and singular which said letters patents, exemplifications, chirographies, charters, deeds, indentures, counterpanes, writings, evidences, escripts and minuments, so hereby bargained and sold by the said I. T. he the said I. T. doth hereby grant and agree to deliver, or cause to be delivered to the said R. H. his heirs or assignes, on this side the Feast of the Annunciation of the blessed Virgin *Mary*, now next coming, safe, uncanceled and undefaced, as now the same are, together with the said copies, the writings of the said copies to be paid for by the said R. H. at the receipt of the said copies, to have and to hold the said messuage, or tenement and backside, and all

and

and singular other the premisses hereby mentioned, to be bargained and sold, and every of them, with their and every of their appurtenances, and the reversions and remainders of them and every of them, unto the said R. H. and *El.* his wife, and the heirs and assigns of the said R. H. to the only proper use and behoof of the said R. H. and *El.* his wife, and the heirs and assigns of the said R. H. for ever, without any mortgage, condition, redemption, use or limitation, to recal, alter, charge or determine, the same To be holden of the chief Lord, or Lords of the fee or fees; whereof the premisses have been holden, by the rents and services, therefore due and of right accustomed. And the said I. T. for himself, his heirs, executors and administrators, doth covenant and grant to and with the said R. H. his heirs and assigns, and to and with every of them by these presents, that she the said *El.* his wife, is seized of the reversion of the said bargained premisses, of an estate to her and the heirs of her body lawfully begotten, immediately expectant upon an estate for the life of *Hellen Cl.* now wife of *Leo. Cl.* of, &c. Gent. with further remainder or reversion immediately expectant upon the said estate, taile to the right heirs of the said *El.* for ever, (without any reversion or remainder of the same, or of any part thereof, in our sovereign Lord the King, or otherwise) of the full, absolute reversion, in fee-simple expectant, upon the said estate for life of the said *Hellen*: And the said I. T. for himself, his heirs, executors and administrators, doth covenant and grant to and with the said R. H. his heirs and assigns, and to and with every of them by these presents, that they the said R. H. and *El.* his wife, and the heirs and assigns of the said R. H. and every of them, shall and may from time to time, and at all times hereafter, for ever, after the decease of the said *Hellen*, peaceably and quietly have



have ho'd, occupie, possesse and enjoy the said messuage or tenement, backside, and premisses, without the lett, interruption, trouble, expulsion, or eviction of the said I. T. and *El.* his wife, or either of them, or of their or either of their heirs, of their or either of their bodies, begotten or to be begotten, or any other heire or heirs of them, or either of them, or of any heir or heirs of T. L. Gent. deceased & without any lawful lett, trouble, interruption, expulsion, or eviction of any other person or persons whatsoever, now having or lawfully claiming to have, or which hereafter may have, or lawfully claim to have any manner of estate, right, title, interest, thing or demand of, in, to, or out of the said bargained premisses, or any of them, by, for, from or under them, or any of them, or by, from or under the said *Hellen*, or by their or any of their means, consent or procurement (except such person and persons, which may lawfully claim under the leases and estates herein after excepted) and freed and discharged; or otherwise within convenient time, after reasonable request, well and sufficiently saved and kept harmlesse and indemnified by the said I. T. his heirs, executors and administrators, or some or one of them, of and from all and all manner of former and other bargains, sales, gifts, grants, alienations, estates, leases, joyntures, dowers, uses, wills, entayles, rent, charges, rents, seck, and arrearages of all manner of rents, statutes, merchant, and of the staple recognizances judgments, executions, fines, post-fines, and of and from all other titles troubles, charges and incumbrances whatsoever heretofore had made, done, committed, omitted, or wittingly or willingly suffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly suffered or procured by the said I. T. and *El.* T. L. and H. or either

or any of them, their or either or any of their heires, or assignes, or by any other person or persons whatsoever, by their or any or either of their means, assent, consent or procurement, one estate thereof heretofore made by the said T. L. and *Hellen* his late wife, by fine and other assurances to the use of the said T. L. and *Hellen*, and the heires of the said T. L. and one lease made by the said *Hellen* and I. T. and *El.* his wife to R, by Indenture bearing date *April 25.* in the twelfth year, &c. and all arrearages of rents, now accrued or to accrue, by reason of the same, and one other lease made by the said I. T. and *El.* to the said *Hellen*, for one hundred years, for better security of payment of 6. l. *per annum*, to the said *Hellen*, and her assignes during her life only excepted, and fore-prized: and the said I. T. for himself, his executors, and administrators, doth covenant and grant, to and with the said R. H. and *El.* his wife, and the heires and assignes of the said R. H. by these presents, that they the said I. T. and *El.* his wife, and either of them, and their and either of their heires, and all and every other person and persons, now having or lawfully claiming to have, or which at any time hereafter shall or may lawfully claim to have any estate, right, title or interest, of, in or to the said premisses, and every or any of them, by, from, or under the said I. T. and *El.* his wife, and T. L. or by, from or under either or any of them, other then the said *Hellen*, and such as may claim under her, for her estate as aforesaid, and other then such, which may claim under the said excepted leases, or either of them, shall and will from time to time, and at all times after the date of these presents, at and upon the reasonable request, and only cost and charges in the law of the said R. H. and *El.* his wife, and the heires and assignes of the said R.

R. H. or any of them do, make, knowledge, execute and suffer, or cause to be done, made, knowledged, executed and suffered, all and every such further, lawful and reasonable act and acts, thing and things, devise and devises, assurances and conveyng in the law whatsoever, which shall be or may be for the more better and perfect assurance, sure-making and conveying of all and singular the said bargained premisses, and every part and parcel thereof, with the appurtenances unto the said R. H. and E. L. his wife, and the heires and assignes of the said R. H. to the only proper use and behoof of the said R. H. and E. L. his wife, and of the heirs and assignes of the said R. H. for ever according to the true intent and meaning of these presents. be it by fine, feoffment, recovery, with single, double, or more voucher or vouchers, over deed or deeds, inrolled or not inrolled, the inrollment of these presents, release or confirmation with warranty or without warranty, or by all, every, any or as many of the said wayes or means, as by the said R. H. and E. L. his wife, his heirs or assignes, or his, or their, or any of their counsel learned in the law, shall be reasonably devised, advised and required, so as for the making, doing, knowledging, executing, suffering or performing such further acts, things, devises, assurances and conveyances, or any of them, the person or persons, that are to make such further assurance by force of this covenant, or any of them, be not compelled to travel above the space of twenty miles, nor by such acts, things, devises, assurances or conveyances, or any of them be compelled or compellable, to warrant, acquit, or defend the premisses, or any of them, more largely, or more generally, then only against acts, charges, titles, troubles, and incumbrances had, made or done, or wittingly or willingly suffered by them, or by any of their means.

sent, consent, privity or procurement, but not in any ways to warrant against the said leases and estates before excepted, or either or any of them, and moreover it is covenanted, granted, concluded and agreed upon, by and between all and every the said Parties to these presents, that all and every fines, feoffments, recoveries, acts, things, assurances, and conveyances in the law whatsoever, hereafter to be had, made, levied, suffered, executed or performed, of the said premises or any part thereof, and whereunto the said I. T. and E. his wife, or either of them, or their or either of their heirs shall in any wise be party or parties, vouchee or vouchees, shall be and enure, and shall be deemed, construed, reputed, adjudged, and taken to be and enure, to the only proper use and behoof of the said R. H. and E. his wife, and of his heirs and assigns for ever, and to none other use or uses, intents or purposes whatsoever. And this Indenture further witnesseth that the said I. T. for the consideration aforesaid, hath granted, bargained, sold and confirmed, and by, &c. unto the said R. H. his executors, administrators and assigns, all such goods, implements, household-stuffe, utensils and things which are mentioned in a Schedule indented, hereunto annexed; and doth hereby also covenant and grant to and with the said R. H. his executors, administrators and assigns, that he hath full power and sufficient and good right and property to grant the same accordingly: and the said I. T. for himself, &c. doth covenant to and with the said R. H. his heirs and assigns, that he, his heirs and assigns, shall and will at all times hereafter, upon the request and at the charges of the said R. H. his heirs or assigns, shew or cause to be shown forth in any Court of law or equity, or other place necessary, all evidences which he or they shall have in their hands, or may lawfully come by.

D

with

without suit of law, concerning the said bargained promises, or any part thereof for maintenance of his estate hereby mentioned, to be assured unto him and his heirs, and shall and will permit and suffer the same to remain in such court or place, so long as shall be necessary in such behalf. In witness whereof, &c.

Robert Farr (being seized of a tenement in fee with remainders, wherein Eliz. Farr hath an estate for her life) having levied a fine, now suffereth a recovery, and setteth and assureth the same to Robert Black and his heirs in fee simple by the subsequent deed.

**T**His Indenture quadripartite, &c. between Robert Farr, sonne and heir of, &c. G. G. and E. Ar. of, &c. of the first part, Robert Black of, &c. of the second part, W. H. and T. H. of, &c. of the third part, and I. P. and H. Bl. of the fourth part, witnesseth, that for and in consideration of the summe of 200. l. of, &c. to the said R. F. before the enscaling and delivery hereof, well and truly satisfied and paid by the said R. Bl. whereof the said R. F. doth by these presents acknowledge the receipt, and thereof, &c. He the said R. F. and the said G. G. and E. Ar. at his request and nomination have, and every of them hath, (by and with the consent and direction of the said R. B.) granted, bargained, sold, aliened and confirmed, and by, &c. unto the said W. F. and T. Y. all that great messuage, &c. together with all houses, buildings, &c. and the rents, services, reversions and remainders thereof, and also all the estate, right, title, interest, challenge, claim and demand whatsoever, of them the said R. F. G. G. and E. Ar. and every or any of them, of, in and to the said granted tenement, &c. and also all deeds, evidences, charters, writings, escripts and minuments whatsoever, which do touch

or concern the said granted premisses, or any part thereof, To have and to hold the said messuage or tenement, garden and premisses before, hereby granted or conveyed, or mentioned or intended to be hereby granted and conveyed, and every part and parcel thereof, with the appurtenances unto the said W. F. and T. Y. their heirs and assigns, to the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, that is to say, to the use of them the said W. F. and T. Y. and of their heirs, until a good and perfect common recovery shall be in due forme of law, at the costs and charges of the said R. B. or his heirs, had and executed, of and for the said, hereby granted or intended to be granted, messuage, tenement and premisses against them the said W. F. and T. Y. before the Justices of the Court of Common Pleas at *Westminster*, according to the usual course of common recoveries in the same Court used for assurance of lands & tenements; in which recovery the said I. P. and H. B. shall be demandants and recoverers, and the said R. F. shall be vouched to warrant, so as such recovery so to be had, be had and executed before the end of the terme of *St. Hillary* next ensuing the date hereof; and from and after the full execution of the said recovery, (in case the same shall be had and executed before the end of the same terme of *St. Hillary*, the said Recoverers intended shall stand seized, or in case the said recovery intended to be had, shall not be had and executed by the time aforesaid) then from and after the end of the same terme of *St. Hillary*, to the use of the said R. B. and of his heirs and assigns for evermore, and to and for none other use, intent or purpose, to be holden of the chief Lord or Lords of the Fee or Fees of the premisses by the rents and services therefore due, and of right accustomed; and the said R. F. for himself, his heirs, execu-



tors and administrators, and for every of them doth covenant, promise and grant, to and with the said R. B. his heirs and assigns by these presents, that for and notwithstanding any act, matter or thing, had, made or done to the contrary by him and the said Ed. F. his father deceased, or either of them (except as herein after is excepted) the said R. F. G. G. and Ed. Ar. or some of them are, or one of them is, at the enfealing and delivery hereof, the true and lawful owners or owner of the said granted, or intended to be granted premisses, and every part and parcel thereof, and of and in the same, and every part and parcel thereof lawfully and rightfully seized of a good, sure, sufficient and absolute estate of inheritance in fee simple, in his or their own right, and to the only use of them, or some or one of them, his or their heirs, by good assurance, right and title in the law indefeazible, without any reversion, remainder, or further interest in the Commonwealth, or any other person or persons whatsoever, and also that notwithstanding as aforesaid (except as herein after is excepted) the said R. F. G. G. and Ed. Ar. or some or one of them have or hath, at the time of the enfealing and delivery hereof, full power, good right and lawful authority, to grant, convey and assure the said granted or intended to be granted premisses, and every part and parcel thereof, in manner and forme aforesaid, and according to the true intent and meaning hereof: and further also, that the said granted messuage, tenement and premisses, and every part thereof, with their appurtenances now be and are, and so from time to time, and at all times hereafter shall or may be remain and continue to the uses, intents and purposes aforesaid, in manner and forme aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, (freed) and discharged of and from all & all manner of former and o-

ther bargains, sales, gifts, grants, leases, mortgages, joyn-  
 tures, dowers, wils, covenants, inralls, statutes, merchant  
 & of the staple recognizances, judgements, executions,  
 extents, rents, charge rents, seck, arrearages of rents,  
 and of and from all other titles, charges, troubles and  
 incumbrances whatsoever, at any time heretofore  
 had, made, done, committed, omitted or suffered to  
 be done, or at any time hereafter to be had, made,  
 done, committed, omitted or suffered to be done by  
 him the said R. F. and the said E. F. his father, or ei-  
 ther of them, except an estate assured to and upon *El.*  
*H.* widow, late wife of the said E. F. by him the  
 said E. for the terme of the life of the said *Eliq.* of  
 the premises hereby conveyed, or intended to be  
 conveyed, which is intended to be surrendred for the  
 better execution of the said intended recovery, and  
 also except a bargain and sale lately made by the said  
 R. F. G. G. and E. Ar. to the said W. F. and T. Y.  
 of the same premises, to hold from *December 20.*  
*last* past, for the terme of one whole year, which bar-  
 gain and sale was intended, and (made) for the bet-  
 ter execution of these presents, and the said R. F. for  
 himself, his heirs, executors and administrators, doth  
 further covenant, promise and grant to and with the  
 said R. B. his heirs and assignes by these presents,  
 that he the said R. B. his heirs and assignes  
 shall or lawfully may from time to time, and at all  
 times hereafter for ever, according to the true intent  
 and meaning of these presents, peaceably and quietly  
 enter into, have, hold and enjoy the said granted mes-  
 suage, tenement, garden and premises, and every  
 part and parcel thereof with the appurtenances, with-  
 out any let, interruption, challenge, claime, disturb-  
 ance, eviction, ejection, molestation, hinderance or  
 denial, of or by the said R. F. or of or by any other  
 person or persons whatsoever having or claiming, or

pretending to have any lawful estate, right, title, or interest in or to the premises or any part thereof, from, by or under him, or his said father deceased (except the said E. F. and such as shall or may claim, for, by, from or under, and only for, by, from or under the estate for life of the said E. F. and the bargain and sale before herein excepted) and further also, that he the said R. F. and his heirs, and all and every other person and persons, having or claiming to have, or that shall or may have, or claim to have any right, title, estate or interest, of, in or to the premises, from, by or under him or his said father (except before excepted) shall and will from time to time, and at all times hereafter, during the space of ten years next ensuing the date hereof, upon the reasonable request, and at the costs, and charges of the said R. B. his heirs or assigns make, do, suffer, acknowledge and execute, or cause or suffer to be done and executed, all such further and other lawful and reasonable acts, things and assurances, for the further, better and more perfect granting, assuring and conveying of the said messuage, tenement, garden and premises, before hereby granted or mentioned, meant or intended to be hereby granted with th' appurtenances to the use of the said R. B. his heirs and assigns for ever, according to the true meaning of these presents, as by him the said R. B. his heirs or assigns, or by his or their counsel learned in the law, shall be in that behalf reasonably devised, or advised and required, so as for the making of such further assurance, neither the said R. F. nor any other person, by whom such assurance is to be made, shall be compelled or compellable to travel for the doing thereof, further then the city of London or Westminster, and so as such further assurance contain not, nor imply any further or more general warranty or acquittal, then is before herein comprized.

prized. And it is concluded, and agreed by and between the said Parties to these presents, that all and every fine and fines, recovery and recoveries, and other assurances whatsoever, at any time heretofore had, made, suffered or executed of the premises, or at any time hereafter be had or executed of the premises or any part thereof, either alone by it self, or together with any other lands, tenements, or hereditaments, and whereunto the said R. F. hath been, or he or his heirs shall be in any sort comisor or comisors, vouchee or vouchees, partie or parties, shall be and enure, and shall be deemed, adjudged and taken to be and enure, as touching the said granted premises, to and for the only use of the said R. B. and of his heirs and assigns for ever, and to or for none other use, intent or purpose whatsoever, provided always, and it is the true intent and meaning of these presents, and of all the parties hereunto, that neither these presents nor any thing therein contained shall extend, or be construed to extend to charge the said G. G. and E. Ar. or either of them, their or either of their heirs, with or for any warranty or acquittal of the said premises, or any part thereof, other then against him and themselves respectively, and his and their respective acts. In witness, &c.

*Note.*

A demise, bargain and sale was made by R. H. G. G. and E. A. to W. F. and T. Y. *Habend.* to them for one year, from *Decemb* 25. last, that the estate of freehold might rest in them without livery.

*Note.*

A Surrender is made by *El.* to R. F. of her estate for life, for otherwise W. F. and T. Y. could not have been made perfect tenants of the freehold.

John Vaugh. (seized of a tenement jure uxoris for her life, the remainder in fee-taile, belonging to Tho Mo.) together with his wife, and the tenant in taile, conclude to convey the same to T. S. and his heirs, the assurance is by fine and recovery, intended to be executed, the use whereof being to T. S. and his heirs, is directed by the following deed, wherein are comprized necessary Covenants.

**T**His Indenture Quadripartite made, &c. between I. V. of, &c. and Mary his wife, late the wife of E. M. late of, &c. deceased, of the first part, Tho. M. of, &c. sonne and heir of the said E. M. on the body of the said Mary begotten, of the second part, Tho. S. of, &c. of the third part, and W. F. of, &c. of the fourth part. Whereas the said J. V. and Mary his wife, stand seized in the right of the said Mary of an estate of free hold, for terme of the life of the said Mary, the remainder thereof in fee-taile to the said T. M. partly to these presents, belonging with divers remainders over, of and in all that one great or capital messuage, &c. and also of and in all houles, edifices, &c. witnesseth now this present Indenture, that for and in consideration of the summe of 600 l. of, &c. to the said, &c. well and truly paid and satisfied, it is concluded and agreed by and between the said parties to these presents, that a good and perfect estate of inheritance in fee-simple, shall be conveyed, settled and assured to and upon the said T. S. of and in all and singular the said great capital messuage, or tenement and mansion house, now used as two houses as afore said, and all other the premisses before mentioned with their and every of their rights, members and appur-

purtenances, and that to that end, intent and pur-  
 pose, the said *John V.* and *Mary* his wife, and  
*Tho. M.* party to these presents, shall and will be-  
 fore the end of *Michaelmas* terme, now next ensuing,  
 the date hereof acknowledge and levie to the said *W. F.*  
 and his heirs, one fine *sur conuzance de droit come-*  
*teo*, &c. to be sued out with Proclamations accord-  
 ing to the forme of the Statute in that case made and  
 provided of all and singular the said capital messuage  
 or mansion-house, and other the premiffes, with  
 th'appurtenances, by the name of two messuages with  
 th'appurtenances in the parish of, &c. or by some o-  
 ther apt name or names, as by counsel shall be thought  
 meet, to the intent to make the said *W. F.* perfect te-  
 nant of the free hold of the premiffes, that so one  
 writ of entry, *sur disseisin En le post* issuing out of the  
 High Court of Chancery, and to be returnable be-  
 fore the Justices of the Court of Common Pleas at  
*Westminster*, may be obtained and sued out, whereby  
 the said *T. S.* shall demand against the said *W. F.*  
 all the said capital messuage or mansion house and  
 premiffes, by some apt name or names, as by counsel  
 shall be advised, to which writ the said *W. F.* shall  
 appear in person or by Attorney thereunto lawfully  
 authorized, and after count or declaration against  
 him by the said *T. S.* he the said *W. F.* shall make  
 defence by words of course and vouch to warrantie,  
 the said *T. M.* Party to these presents, who shall like-  
 wise appear in person, or by his Attorney in that be-  
 half, lawfully and sufficiently authorized; and after  
 count or declaration against him by the said *T. S.*  
 shall make defence by words of course, and vouch to  
 warranty the common vouchee who shall appear in  
 person at the Bar of the said Court of Common-  
 Pleas, and after declaration against him, shall make  
 defence and enter into the warrantie, and afterwards  
 make



make default, whereupon several judgements shall or may be had, that so a good and perfect common recovery, with double voucher, according to the course of common recoveries in the said Court of Common Pleas used may be had and executed of the premises, and this Indenture further witnesseth, And it is the true intent and meaning of these presents, and of all the Parties to the same, that the said Recovery so, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the said capital messuages and premises to be had or executed as aforesaid, shall be and enure, and shall be deemed, adjudged, construed and taken to be and enure, to and for the only proper use and behoof of the said T. S. and of his heirs and assigns for ever, and to none other use, intent or purpose whatsoever. And the said *John V.* for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said T. S. his heirs and assigns by these presents, that (saving and excepting the rears and estates herein after excepted) He the said I. V. and *Mary* his wife, at the time of the enfeoffing and delivery hereof are, and so until the fine aforesaid, by them to be levied as aforesaid, shall be fully executed as aforesaid, shall be seized in the right of the said *Mary* of a good estate of free-hold for the life of the said *Mary*, of and in the capital messuage, mansion house and premises before mentioned, to be settled and assured to or upon the said T. S. or his heirs as aforesaid, and that the said I. V. and *Mary* his wife now have, and until as aforesaid, shall have full power, good right and lawful authority, to convey and assure the premises to the said T. S. and his heirs, for the life of the said *Mary* according to the true intent and meaning of these presents, and also that the said capital messuage



or mansion-house and premises before mentioned or intended to be hereby letted or assured as aforesaid, and every part and parcel thereof with the appurtenances now be and are, and so from time to time, and at all times for ever, shall or may be remain and continue unto the said T. S. his heirs and assigns, according to the limitation aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by the said I. V. his executors or administrators, well and sufficiently saved and kept harmless of and from all former and other grants, leases, mortgages, estates, acts, titles, charges, troubles and incumbrances whatsoever, had, made or done, or to be had, made, done or committed by him the said *John V.* and *Mary* his wife or either of them, except and fore-prized one lease of Indenture bearing date, &c. made and granted by the said *John V.* and *Mary* his wife, and *T. M.* Party to these presents, of certain parts of the said capital messuage then, &c. for the terme of 31 years, from the Feast of the birth of our Lord God, then last past, upon which is reserved the yearly rent of 30 l. and 10 sh. and also except and fore-prized such terme and interest as *Tho. A.* hath in the other parts of the said capital messuage, by vertue of a lease heretofore made to *Simon L.* Mercer deceased, for certain years yet to come, under the yearly rent of 44 l. and 10 sh. which said several yearly rents, from henceforth, for and during the rest and residue to come, of the respective termes before mentioned, to grow due and payable, it is concluded and agreed by and between the said Parties to these presents, and every of them, and declared to be their true intent and meaning, shall continue, and be due and payable, and ought to be paid to the said T. S. his heirs or assigns; and the said I. V. for himself,

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his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold and enjoy all and singular the capital messuage, mansion-house and premises before-mentioned, or intended to be hereby settled or assured, and every part and parcel thereof with their and every of their rights, members and appurtenances, without any let, interruption, disturbance or incumbrance of or by them the said I. V. and *Mary* his wife, or either of them, or of or by any other person or persons, lawfully claiming or to claim, or having right or title from, by or under them, or either of them, their or either of their act, right, title or estate, except such as shall or may claim, by or under the leases before excepted, or either of them, and for the termes or interest in or by the same leases granted only, and also that he the said I. V. and *Mary* his wife, and either of them, shall and will from time to time, upon the reasonable request, and at the costs and charges in the law of the said T. S. his heirs and assigns, make, do, suffer, execute and acknowledge all and every such further and other lawful and reasonable acts, things, and assurances in the law, conteining or implying no further or more general warrantie or acquittal, then only against them the said I. V. and *Mary* his wife, and either of them, for the better assuring and sure-making of the said premises to the said T. S. his heirs and assigns, as by him or them, or by his or their counsel learned in the law, shall be in that behalf reasonably devised, advised or required, and so as for the doing thereof, neither the said I. V. or *Mary*, be compelled to travel above ten miles from the

the place of his or her respective dwelling or abode, at the time of such request to be made; and the said T. M. Party to these presents, for himself, his heirs, executors and administrators, and every of them doth covenant and grant, to and with the said T. S. his heirs and assigns by these presents, that saving and excepting the termes and interests herein before excepted, he the said T. M. at the time of the en- sealing and delivery hereof is, seized of a good, perfect and absolute estate of inheritance in fee-simple, of and in the said capital messuage; mansion house and premises before-mentioned, or intended to be settled or assured, and until, &c. shall be settled and assured to and on the said T. S. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents shall be seized of all and singular the same capital messuage, mansion house and premises, with th'appurtenances of a good, lawful and sufficient estate of inheritance, in fee-taile expectant, upon the death of the said *Mary Vaughan*, and at the time of th'ensealing and delivery hereof, hath, and until as aforesaid shall have full power, good right and lawful authority, to convey, settle and assure the premises, to and upon the said T. S. his heires and assigns for ever, in forme aforesaid, according to the true intent and meaning of these presents, and also that all and singular the said capital messuage or mansion-house, and other the premises before herein mentioned or intended to be conveyed, settled or assured as aforesaid, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be remain and continue unto the said T. S. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents clearly

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acquitted, exonerated and discharged, or otherwise by him the said T. M. Party to these presents, his heirs, executors or administrators, well and sufficiently saved and kept harmlesse, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, joyntures, dowers, wills, covenants, entailles, statute merchant and of the staple recognizances, judgements, executions, extents, debts to the Common-wealth, debts of record, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by them the said T. M. and the said E. M. his father, and T. M. his grand-father, or any of them, or by any other person or persons whatsoever, the said leases herein before mentioned to be excepted, and either of them and the said estate, for life of the said M. V. and the fee-farm-rent of 16 sh. issuing, or yearly due and payable out of or for the said premisses, to the Major and Commonalty of the said city of B. only excepted and fore-prized; and the said T. M. for himself, his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assignes by these presents, that he the said T. S. his heirs & assignes and his and their farmers and tenants shall, or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have hold, use, occupie, possesse and enjoy all and singular the said capital messuage, mansion-house & premisses before mentioned, or intended to be conveyed, settled or assured, and every part and parcel thereof with th'appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, di-

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disturbance or incumbrance of or by him the said  
 T. M. or his heirs, or of or by any other person or  
 persons whatsoever, claiming or to claim, or having  
 or pretending to have any lawful estate, right, title,  
 interest or thing, of, in, to or out of the premises, or  
 any part thereof (except such as shall or may claim  
 for, by or under the leases, estates and rents before  
 herein excepted, or any of them.) And further that he  
 the said T. M. and his heirs, and all and every o-  
 ther person and persons, that shall or may claime  
 from, by or under him, shall and will from time to  
 time, and at all times hereafter upon the reasonable  
 request, and at the costs and charges in the law of the  
 said T. S. his heirs or assignes, make, do, suffer, ex-  
 ecute and acknowledge, or cause to be made, done,  
 suffered, executed and acknowledged, all and every  
 such further, and other reasonable and lawful acts,  
 things and assurances in the law whatsoever, for the  
 further and better assuring, sure-making, selling and  
 conveying to the said T. S. his heirs and assignes  
 of all and singular the said capital messuage or man-  
 sion-house and premises before hereby mentioned, or  
 intended to be hereby seled, conveyed or assured, and  
 every part and parcel thereof by such ways and means in  
 the law, as by him the said T. S. his heirs or assignes,  
 or by his or their Counsel learned in the law, shall be  
 in that behalf reasonably devised or advited and requi-  
 red, so as for the doing thereof the said T. M. and such  
 others as are or ought to make such further assurance by  
 force of these Covenants, be not compelled or com-  
 pellable to travel above 50 miles from the place of  
 his or their respective dwellings, or abode at the time  
 of such request to be made; And it is declared to be the  
 true intent and meaning of these presents, and of all the  
 Parties to the same, that all fines, feoffments, reco-  
 veries, conveyances and assurances at any time hereafter

to be had, levied, suffered, executed or acknowledged, by or between the said Parties hereunto, or any of them, or any other person or persons whatsoever of the said capital messuage or mansion-house and premisses before mentioned, or any part thereof, either alone by itself or together with any other lands, tenements or hereditaments shall be and endure, and shall be deemed, adjudged, constituted and expounded, to be and endure, to and for the only use and behoof of the said T. S. and of his heirs and assigns for ever, and to none other use, intent or purpose: and the said I. V. and *Mary* his wife, and T. M. Party to these presents, for the considerations aforesaid, have granted, bargained and sold, and by these presents do grant, bargain and sell to the said T. S. and his heirs, all and every the deeds, charters, evidences, writings, counterparts of leases, escripts and minuments, which do touch or concerne the said messuage and tenement, or any part or parts thereof, all which or as many of them as now are, or be in the hands or possession of the said I. V. and *M.* his wife, or either of them, or of any other person or persons to his, her, or their own use, or by his or her delivery, or in the hands or possession of the said T. M. Party to these presents, or of any other person or persons, to his or by his delivery, the said I. V. for himself, his executors and administrators, respectively, and the said T. M. for him, his heirs, executors and administrators, do severally and respectively covenant and agree, to deliver or cause to be delivered, uncanceled and undefaced, or in as good condition and plight as now the same are unto the said T. S. his heirs or assigns before the Feast-day of the birth of our Lord God next ensuing the date hereof. In witness whereof all the said Parties, to every part of this Indenture Quadripartite, have put their hands and seals, &c.

William



William King (being seized of lands and, &c. in fee-tail with remainders) dieth, having issue three daughters, who as co-heirs enter. Now Sam. Nor. and Hester his wife one of the co-heirs (for the better conveying of Hesters third part to Jo. F. and his heirs,) suffer a recovery, and by this deed together with the tenants of the free-hold, and the Recoverors direct the use of the same recovery.

THIS Indenture Tripartite, &c. between Sam. N. &c. and Hester his wife, (one of the daughters and co-heirs of W. K. late of, &c. deceased) of the first part, Jo. F. the younger of, &c. of the second part, and T. T. of, &c. and Nich. L. and Ben. T. of the third part, witnesseth, that whereas the said S. N. and Hester his wife, in the right of the said Hester were at the beginning of the term of St. Michael, now last past, and before seized in fee-tail, with divers remainders, over, of and in one full third part (the whole into three equal parts to be divided) of all that tenement, &c. containing by estimation one yard land, with th'appurtenances, let, lying and being in Dundry aforesaid, in the said county of Somerset, and of and in all houses, edifices, buildings, barnes, stables, orchards, gardens, backfides, lands, tenements, meadows, leasows, pastures, commons, common of pasture, woods, underwoods, profits, commodities, emoluments and hereditaments whatsoever, to the said messuage and premisses, or any of them, or to any part or parcel of them belonging or in any wise appertaining: and whereas the said S. N. and Hester his wife, being so seized as aforesaid, since the beginning of the said last term of St. Michael did, for and in consideration of the summe of 200 l. of, &c. to them by the said I. F. before th'ensealing, and deli-

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very hereof, well and truly paid and satisfied, whereof they do hereby acknowledge the receipt, and thereof, and of every part and parcel thereof, do clearly acquit and discharge the said I. F. his heirs, executors and administrators by these presents, Conclude and agree to and with the said I. F. to convey and assure to the said I. F. his heirs and assigns for ever, to the only and proper use and behoof of him the said I. F. his heirs and assigns for evermore, the one full third part of all and singular the tenement, cottages, lands and premises, before in these presents mentioned or expressed, and of all and singular other the messuages, lands, tenements and hereditaments whatsoever within the parish of *Dundry* and *Chew* aforesaid, or either of them, whereof the said *William King* the younger, (father of the said *Hester*) in his life time & at the time of his death, was seized of any estate of inheritance by such wayes, means and assurance in the law, as by the counsel of the said I. H. should be advised and thought meet, and whereas it was advised and thought meet by the counsel of the said I. F. and concluded and agreed by and between the said Parties to these presents, that a common recovery with double voucher should be suffered and executed of the said third part, by the said *Sam. N.* and *Hester* his wife, of the messuages, tenement, cottage, lands and premises before in these presents mentioned or expressed, for the cutting off the said entail, and barring all remainders, and for the assuring and settling of the inheritance of the same third part, to and on the said I. F. his heirs and assigns for ever, in pursuance of which said advice, conclusion and agreement, they the said *S. N.* and *Hester* his wife, by their *Ded-indented*, bearing date the first day of this instant moneth of *November*, and inrolled in the *High Court of Chancery* the nineteenth day of the same moneth, (made between them

them the said S. N. and Hester of the one part, and the said T. Y. of the other part have granted, bargained and sold to the said T. Y. and his heirs, one full third part (the whole in three equal parts to be divided) of all and singular the tenement, cottage, lands and premises before in these presents mentioned or expressed, and of all and singular other the lands, tenements and hereditaments whatsoever, within the parishes of *Dundry* and *Chew* aforesaid, or either of them, whereof the said W. King the younger, (father of the said Hester,) in his life-time and at the time of his death was seized of any estate of inheritance, and the rents, reversions and services thereof, to be had and holden to the said T. Y. perfect tenant of the free-hold of the premises, that a good perfect and common recovery, with double voucher, might thereof be had and executed, in pursuance of, and according to the said conclusion and agreement; and whereas afterwards in the same term of Saint Michael according to the conclusion and agreement aforesaid, the said N. L. and B. T. did pursue out of the said Court of Chancery one writ of entry *sur disseisin in le poss* returnable before the justices of the Court of Common Pleas at *Westminster*, whereby the said N. L. and Ben. T. demanded against the said T. Y. the said part of the messuage, tenement, cottage, lands and things herein before mentioned or expressed, and by the said conclusion and agreement, meant or agreed to be assured or conveyed, to the said I. F. and his heirs as aforesaid, by the names of the third part of two messuages of thirty acres of land, of ten acres of meadow, of thirty acres of pasture, of three acres of wood and common of pasture, with the appurtenances, in *Dundry* and *Chew* in the county of *Somerset*, to which writ the said T. Y. appeared in person, and after declaration against him by the said N. L. and

B. T. He the said T. Y. appeared in person at the Barr of the said Court, & vouched to warranty, the said S. N. and H. his wife, who likewise appeared in person, and did enter in the warranty, and afterwards vouched over the common vouchee, who did likewise appear in person, and after declaration against him, made defence, and afterwards made default, whereby several judgements were had, according to the course of common Recoveries, used in the said Court of Common-Pleas, witnesseth now further this present Indenture, and it is hereby explained, declared and expressed, that the true intent and meaning of all the said Parties to these presents, before, & at the time of the suffering the said recovery, was, and ever since hath been, & yet is, that the said recovery, and the whole execution thereof should, and for ever hereafter, shall be and endure, and the said Recoverors and their heires shall for ever hereafter stand and be seized of and in the said third part of the said tenement, cottage, lands and premisses before mentioned, with the appurtenances, to and for the only proper use and behoof of him the said I. F. and of his heires and assignes forever, and to or for none other use, intent or purpose whatsoever, and for that end and purpose (according to the advice of counsel, and the conclusion and agreement afore said,) the said Sam. N. and Hester his wife, for them and their heires, and every of them do, and either of them doth by these presents remise, release and quit-claim all errors, writ and writs of error, cause and causes of error, mis-prisons and mis-entries and demands, which they the said Sam. N. and Hester or either of them, their or either of their heires have, or hereafter may or ought to have, for or by reason of any errors, mis-prison, mis-entry, erroneous obtaining or prosecution of the said writ of entry and jugements afore said, or any of them, or

ther matter or thing whatsoever, in or about, or any way touching or concerning the said recovery, or any the proceeding or prosecution thereof, And the said *Sam. N.* for himself, his heirs, executors and administrators, and for every of them, doth covenant promise and grant, to and with the said *I. F.* his heirs and assigns, and to and with every of them by these presents, that he the said *Sam. N.* and *Hester* his wife, at the time of th'ensealing, and delivery of the said recited deed, made to the said *T. Y.* and before mentioned to be inrolled as aforesaid, were lawfully and rightfully seized, in the right of the said *Hester*, of and in one full third part (the whole in three equal parts to be divided) of all and singular the tenement, lands and premisses before herein mentioned in fee-simple or fee-tail, and at the time of th'ensealing of the said deed as aforesaid, had full power, good right and lawful authority, to grant, convey, settle and assure the said third part in manner and forme aforesaid, according to the true intent and meaning of these presents, and also that the said third part of the said tenement, land and premisses before herein mentioned, or intended to be conveyed, settled or assured to the said *I. F.* as aforesaid, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue unto the said *I. F.* his heirs and assigns according to the limitation aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by them the said *S. N.* and *Hester*, their executors or administrators, well and sufficiently saved and kept harmlesse, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, joynitures, dowers, wills, covenants, entailes, statutes merchant, & of the staple recognizances, judgments, executions,

Extents, debts to the Common-wealth, sequestrations, debts of Record, fines, issues, amerciaments, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had made done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by the said S. N. and *Hester, William King the younger, and William King the elder, father and grandfather of the said He. K.* or any of them, or by any other person or persons whatsoever claiming or to claim, from, by or under them, or any of them, and the said S. N. for himself, his heirs, executors and administrators, and every of them doth further covenant, promise and grant, to and with the said I. E. his heirs and assignes, and every of them by these presents, that he the said I. E. his heirs and assignes, and his and their farmers and tenants shall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupy, possesse and enjoy one whole third part of all and singular the tenements, lands and premisses before mentioned, and take, receive and enjoy the rents, issues and profits thereof to his and their own use, without any let, interruption, challenge, claim, disturbance or incumbrance of or by them the said S. N. and *Hester*, or either of them, their or either of their heires, &c. or of or by any other person or persons whatsoever, lawfully claiming, or having, or pretending to have any lawful estate, right, title, interest or thing, of, in, to or out of the said granted third part, from, by or under the said *Hester*, and her said father and grandfather, or any of them. And further

*For better assurance.* that he the said S. N. and *Hester* his wife, and the heirs of the said *Hester* shall

and will from time to time, and at all times hereafter upon the reasonable request, and at the costs



costs and charges in the law of the said I. F. his heirs and assigns, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged all and every such reasonable and lawful acts, things and assurances in the law whatsoever, for the further and better selling, assuring, sure-making and conveying to the said I. F. his heirs and assigns for ever, according to the true intent and meaning of these presents, the said third part before hereby mentioned, or intended to be conveyed and assured of and in the tenements, lands and premises aforesaid, by such ways and means in the law, as by him the said I. F. his heirs or assigns, or by his or their counsel learned in the law, shall be in that behalf reasonably devised, or advised and required, for the making whereof the said S. N. or Hester, shall not be compelled to travel above twenty miles, from the place of his, her or their dwelling or abode at the time of such request to be made, nor to enter into any further or more general warranty or acquittal then is herein comprized; and the said S. N. and Hester his wife, for the considerations aforesaid, have granted, bargained and sold, and by, &c. to the said I. F. his heirs and assigns, all deeds, charters, writings and evidences which do touch or concerne the premises aforesaid, or any part thereof, and all the right, title and demand of them the said Sam. and Hester, of, in and to all and every or any the same deeds, evidences and writings. In witness whereof all the said Parties have to each part of this Indenture tripartite, &c.

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W. B.

W. B. being possessed of lands, &c. for a tearme of years, (the inheritance of which lands in fee-simple, were conveyed to R. R. and W. B. in trust to be disposed of, as W. B. and his wife should appoint) contracts with William for sale, the assurance advised thus, That for keeping on foot the tearme, and preventing incumbrances, the tearme should be granted to W. D. himself, and the inheritance to W. D. his sonne, the inheritance is conveyed to the sonne, as followeth.

**T**His Indenture, &c. between W. B. of, &c. Ro. R. and Wal. K. of, &c. of the one part, and W. D. and W. D. of, &c. witnesseth, that for and in consideration of the summe of, &c. to the said W. B. by the said W. D. the elder before th'ensealing hereof paid, as well for certain tearms and interests by the said W. B. to him the said W. D. already made and granted of the parcels of lands herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the said Ro. R. and Walter K. at the request of the said W. B. and by the appointment, and with the Atturment of the said W. D. th'elder, have and either of them hath granted, bargained sold, aliened and confirmed, and by, &c. to the said W. D. the sonne and his heires, all that messuage, tenement, &c. and all rents, reversions, remainders and services of the said premisses, and all their, and either of their right, title, interest, challenge, claim and demand whatsoever, of, in and to the same premisses, to have, hold and enjoy the said, &c. unto the said W. D. the sonne, his heirs and assignes for ever, to his and their own use for evermore, to be holden of the chief Lord or Lord of the fee or fees of the premisses, by the rents and

and services therefore due, and of right accustomed: and it is concluded and agreed by and between the said Parties, that neither these presents, nor any thing herein contained, shall extend or be construed to extend, to bind or charge the said Rob. R. and W. K. or either of them, their or either of their heirs touching the premisses, otherwise then against his and their own acts respectively. In witness whereof, &c.

*Note.*

That in respect of the Attornment of tenant, the estate of inheritance passeth legally without livery.

Barth. Merrick being seized of lands, (jure uxoris) she being a co-heir, purchaseth of Jo. B. (to whom the estates of the other co-heirs is come,) all the lands, the conveyance is by recovery concluded to be suffered by John Beo.

THIS Indenture, &c. between Jo. B. of, &c. sonne and heire of *William Beaumont* late of, &c. deceased, and *Mary* his wife, one of the daughters and co-heirs of D. S. gent. deceased of th' one part, and *Bar. Mer.* of, &c. *William H.* I. H. of, &c. and *Rich. C.* of, &c. of th' other part, witnesseth, that the said *Jo. Beaumont*, for and in consideration of the summe of 100. l. of, &c. to him by the said *Bar. Mer.* before, &c. whereof, &c. hath agreed to grant, convey and assure to the said *Bar. Mer.* his heires and assignes for ever, All that toft and eight acres of land by estimation, be they more or lesse, called, &c. and also common of pasture for six young beasts, and one house with th'appurtenances in *Wickware-heath*, all which premisses are seiuatc, &c. and now are in the tenure, holding or occupation of the said *Bar. Mer.*

in

in the right of *Eliq.* his wife, the daughter of *Ro. Web* deceased, for terme of her life, and which said premises late were the inheritance of the said *D. S.* and by and after his death, descended and came to his three daughters. (*viz.*) the said *Mary Eliq.* the wife of *Ro. Can.* and *Bridget* the wife of *John More*, the parts and portions of which *Eliq. Can.* and *Bridget* he the said *W. Beaumont* purchased and died thereof seized. And also the said *Jo Beaumont*, for the considerations aforesaid, hath agreed to grant, convey and assure to the said *Bar. Mer.* his heirs and assignes for ever, all other the messuages, lands, tenements and hereditaments of him the said *I. B.* within the parish of *W.* aforesaid, and all rents, reversions and services of the premises, and every part thereof, by such way and means as by him the said *Bar. Mer.* or his counsel learned in the law, shall be in that behalf reasonably devised and required: and this present Indenture further witnesseth, that the said *I. B.* doth for himself, his heirs, executors and administrators, covenant, promise and grant to and with the said *Bar. Mer.* his executors, administrators and assignes by these presents, that he the said *I. B.* shall and will before the end of *Easter-terme* now next ensuing, by deed indented and inrolled in the High Court of Chancery, bargain and sell to the said *W. H.* and *I. H.* and their heirs, all the said roft and premises, to have and to hold to the said *W. H.* and *I. H.* and their heirs, during the natural life of the said *I. B.* to the intent and purpose to make them tenants of the free-hold of the premises, and that a writ of entry *sur disseisin en le post*, shall be brought and prosecuted by the said *Rich. C.* against the said *W. H.* and *I. H.* whereby he shall demand the said premises by some fit and apt names against them the said *W. H.* and *I. H.* who shall appear in person, and vouch

warranty the said I. B. who shall likewise appear in person, and vouch over to warranty the common vouch-  
 chee, who shall likewise appear in person and enter  
 into the warranty, and afterwards make default, and  
 depart in contempt of the Court, whereby several  
 judgements shall be had, (*viz.*) for the said Rich. C.  
 to recover the premises against the said W. H. and  
 I. H. and for them to recover in value against the  
 said I. B. and for the said I. B. to recover over in  
 value against the common vouch-  
 chee, which said reco-  
 very, so or in any other manner to be had and ex-  
 ecuted, and all fines, feoffments, and other assurances  
 at any time hereafter to be had or executed, of the  
 premises or any part thereof, shall be and enure, and  
 shall be deemed, adjudged, construed and expounded  
 to be and enure, to and for the only use and behoof of  
 the said Bar. M. and of his heirs and assigns for e-  
 ver, and the said I. B. for himself, his heirs, executors  
 and administrators, doth covenant, promise and grant  
 to and with the said B. M. his heirs and assigns by  
 these presents, that he the said I. B. at the time of  
 th'ensealing and delivery hereof is, and until the said  
 premises shall be fully and perfectly conveyed and  
 assured to the said B. M. his heirs and assigns for e-  
 ver, according to the true intent and meaning of these  
 presents, shall be the true and lawful owner of the said  
 premises and every part thereof, and of and in the  
 same and every part thereof lawfully and rightfully sei-  
 zed of a good estate of inheritance in fee-simple, in  
 his own right, and to the only use of him and his  
 heirs by good, sure, sufficient and absolute convey-  
 ance, assurance and title in the law indefeasible, and  
 also that he the said I. B. at the time of th'ensealing  
 and delivery hereof, hath, and until the said premises  
 shall be assured as aforesaid, shall have full power,  
 good right and lawful authority, to bargain, sell,  
 con-

convey and assure the said premisses, and every part thereof, to the said B. M. his heirs and assigns for ever, according to the true intent and meaning of these premisses, and also that the said premisses, and every part thereof, now be and are, and so from time to time and at all times hereafter for ever, shall or may be, remain and continue to the said B. M. his heirs and assigns clearly acquitted and discharged, or otherwise by him the said I. B. his heirs and assigns, well and sufficiently saved and kept harmeless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, joyntures, dowers, wills, covenants, statutes, recognizances, judgements, executions, extents, rents-chargés, arrearages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made done, committed, omitted or suffered to be done by him the said I. B. or by the said W. B. or by any other person or persons whatsoever, (except the estate of the said *Eliz. Mei.* for her life, and except the rents and services from henceforth to be due and payable, to the chief L<sup>rd</sup> or Lords of the fee or fees of the premisses) and also the said I. B. for himself, his heirs, executors and administrators doth covenant, promise and grant, to and with the said B. M. his heirs and assigns by these presents, that he the said B. his heirs or assigns shall or lawfully may, from time to time and at all times hereafter for ever, peaceably and quietly have, hold and enjoy the said premisses and every part thereof, without any let, interruption, challenge, claime, disturbance or incumbrance of or by him the said I. B. or his heirs, and without any lawful let, interruption, challenge, claime, disturbance or incumbrance of



or by any other person or persons (except such as shall or may claime, by or under the right or title of the said *Eliz. M.* or for the rents and services aforesaid:) and further that he the said I. B. and his heirs, and every other person and persons, lawfully claiming or to claim any manner of lawful estate, right, title or interest in or to the premisses, (except before excepted) shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the law of the said B. M. his heirs or assignes, make, do and execute all and every such further acts and things, for the further and better assuring of the said premisses, and every part thereof to the said B. M. his heirs and assignes for ever, as by him the said B. M. his heirs or assignes, or by his or their counsel, &c. so as for the doing thereof, &c. a bargain and sale of deeds &c. In witnesse, &c.

*Nota.*

*Bar. Mer.* demiseth the lands to A. and B. *Habend.* fourty years, (if the coverture between him and *Eliz.* his wife so long continue) on trust, to suffer him to enjoy and make such grants as he shall appoint.

*Nota.*

*Bar. Mer.* surrendreth to *John B.* the premisses *Habend.* to him and his heirs, provided, if I. B. or his assignes pay not 200 l. before midsummer next, &c. to be void, B. M. to enjoy the premisses in the meane time.

Peter

Peter H. purchaseth lands of William Hobbs & uxore  
 (other lands he holds in the right of Joane his wife,  
 to whom the same were devised by Rich. Jones her  
 brother in fee-simple) the brother and heire of the  
 devisor, intendeth to settle other lands which came  
 to him by descent, on the said Peter and Joane intail.  
 Now for the settling as well the lands purchased of  
 Hobbs, as all the rest, a fine is levied by William  
 Hobbs & uxore, John Jones (heire to the devisor)  
 & uxore, and the said Peter & uxore, and Thomas  
 P. and John Call. The uses whereof are declared  
 by the deed following.

**T**HIS Indenture tripartite, &c. between William  
 Hobbs of, &c. and Mary his wife, Thomas Jones  
 of, &c. brother and heire of Robert Jones late of, &c.  
 deceased, who was sonne and heire of John Jones late  
 of, &c. deceased, (begotten on the body of Joane his  
 wife, daughter of Thomas Plue of, &c. deceased)  
 and Anne the wife of the said Thomas Jones of the  
 first part, P. H. and Joane his wife of the second part,  
 and Tho. P. and Jo. Call. of, &c. of the third part,  
 witnesseth, that whereas the said William Hobbs by  
 his deed indented, bearing date April 18. in the  
 sixteenth yeare of &c. for the considerations therein  
 expressed; did grant, bargain, sell and convey to the  
 said P. H. his heirs and assigns for ever, two sever-  
 al messuages or tenements, with the gardens and ap-  
 purtenances thereunto belonging, situate and being,  
 &c. and then and yet in the several holdings, of, &c.  
 and also three several messuages or tenements, with  
 a garden or out-ground on the back-part thereof, and  
 to the same three tenements, or some of them belong-  
 ing or appertaining, situate and being, &c. and then  
 and yet in the several tenures or occupations of, &c.

as in and by the same deed indented more at large appeared, and whereas also the said Robert Jones, being in his life-time lawfully seized in fee-tail, of and in all the messuages, lands, tenements and hereditaments hereafter mentioned (that is to say) all that great messuage or tenement, wherein, &c. scitu-  
 ate and being, &c. and also two other messuages or tenements, &c. and also three gardens, &c. did in his life-time, (*viz.*) in the rearme of Easter in the sixteenth yeare of, &c. acknowledge and levie to the said P. H. and T. P. one fine *sur conuissance de droit come ceo*, &c. which was sued out with Proclamation, according to the forme of the statute in that case made and provided, before the then Justices of the Court of Common-Pleas at Westminster, of all the said messuages, lands, tenements and premisses, by the names of nine messuages and foure gardens, with th'appurtenances in, &c. as by the said fine remaining of Record in the said Court more at large may appear. Which said fine was so levied to the intent and purpose, to make the said R. Jones tenant of all the said premisses in fee-simple, as by Indentures to that purpose made, bearing date April 20. in the said sixteenth yeare, &c. made between the said Richard Jo. of the one part, and the said T. P. and P. H. of th'other part, more at large it doth and may appear, and whereas the said Rich. Jones after the levying of the said fine (that is to say) April 25. in the seventeenth yeare of, &c. by his last Will and Testament in writing, bearing date the day and year last mentioned, did give and devise in these words, *viz.* I give and bequeath all that tenement, &c. unto Ioane H. my sister, wife of Peter H. and to her heirs and assignes for ever, and also in another place of the said Will gave and devised in these words, (*viz.*) Item I give to my sister Ioane H. and to her heirs

heirs and assignes for ever, my house, lodge and orchard with the appurtenances, lying and being, &c. as by the said Will and Testament may appear; and whereas the said *Richard Jones* afterwards died, leaving all the residue of the said messuages, lands, tenements and premisses, to descend and come to the said *Thomas Iones*, as brother and heire of the said *Rich. Iones*, witnesseth now further this present Indenture, that for the considerations aforesaid, and for and in consideration of the summe of 40 l. to him the said *Thomas Iones* by the said *Peter H.* before th'en sealing and delivery hereof, well and truly satisfied and paid, whereof he acknowledgerh the receipt, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said *P. H.* his heirs, &c. and every of them for ever by these presents, and for settling the inheritance of all the said messuages, lands, tenements, hereditaments and premisses, in such manner and form as hereafter in these presents is mentioned, limited and declared, and for divers other good causes and considerations, all the said Parties moving, it is covenanted, granted, concluded and agreed, by and between all the said Parties to these presents, that they the said *W. Hobbs* and *Margaret* his wife, *Tho. Iones* and *Anne* his wife, *Peter H.* and *Ioane* his wife, shall and will before the end of *Easter*-tearme next acknowledge and levie to the said *Tho. P.* and *Iohn Call.* and to the heirs of one of them one fine *sur conuzance*, &c. to be sued out with Proclamations according to the forme of the statute in that case made and provided, before the Justices of the Court of Common-Pleas at *Westminster*, of all the messuages, lands, tenements and premisses before mentioned, by the names of thirreen messuages and seven gardens, with the appurtenances in. &c. Which fine so or in any other manner to be acknowledged and

and levied, and all other fine and fines to be had, levied or acknowledged, by or between the said Parties, or any of them, or any other person or persons of the said premisses, or any part thereof, shall be and enure and shall be deemed, adjudged, construed and expounded to be and enure, to and for the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, (that is to say) as touching and concerning all the said messuages, tenements, gardens and premisses before mentioned, to be granted, bargained, sold or conveyed by the said *W. Ho.* in and by the said recited deed indented, To the use and behoof of the said *P. Hobbs*, and of his heirs and assigns for ever, and as touching all other the messuages, lands, tenements, hereditaments and premisses before mentioned, meant or intended to be comprized in the said fine hereby agreed to be levied, whereof no use is herein before declared, and of every part and parcel thereof, with th'appurtenances, to the use and behoof of the said *Peter H.* for term of his natural life, and from and after his decease, to the use and behoof of the said *Ioane H.* for the tearme of her natural life, and from and after her decease To the use and behoof of the first sonne of the said *P. Hobbs*, on the body of the said *Ioane* his wife begotten and to be begotten, and of the heirs males of the body of such first sonne lawfully to be begotten, and for default of such issue, to the use and behoof of the second son of the said *Peter Hobbs*, on the body of the said *Ioane* his wife begotten and to be begotten, and of the heirs males of the body of such second sonne lawfully to be begotten, and for default of such issue, to the use and behoof of all and every other sonne and sonnes of the said *P. H.* on the body of the said *Ioane* his wife to be begotten, one after another, as they shall be in seniority of age, and priority of birth,

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and

and of the heirs of the body of every of the same  
 sonnes respectively to be begotten, the elder of the  
 said sons and the heirs of his body, being always pre-  
 ferred before the younger, and the heirs of their bodies,  
 & for default of such heirs, to the use and behoof of all  
 the daughters of the body of the said *P. H.* on the body  
 of the said *Joane* his wife begotten and to be begotten,  
 & of the heirs of the body of the same daughters respec-  
 tively, lawfully to be begotten, and for default of such  
 heirs, to the use and behoof of the said *Peter Hobbs*  
 and *Joane* his wife, and of their heirs and assigns for  
 ever, provided always, and it is explained and declar-  
 ed to be the true intent and meaning of these presents  
 and of all the Parties to the same, that it shall be  
 lawful to and for the said *P. Hobbs* and *Joane* his  
 wife, at any time during the coverture between them,  
 by any writings or writing indented, to be by them  
 signed and sealed in the presence of three or more  
 credible witnesses, who shall thereunto subscribe or  
 indorse their names or marks, testifying the same,  
 to alter, change, revoke, determine, diminish or in-  
 large all or any of the use or uses, herein before li-  
 mited, touching or concerning the said messuages, ten-  
 nements and premisses herein before limited, to the  
 said *Peter Hobbs* and *Joane* his wife, or either of them  
 for their lives, or any part or parcel thereof, and by  
 the same writing or writings, or by any other writ-  
 ing or writings indented, to signed, sealed and re-  
 stified as aforesaid, to limit and appoint any other  
 use or uses of the same messuage or messuages, ten-  
 nements and premisses last mentioned, or any part or  
 parcel thereof, to the said person or persons, or to any  
 other person or persons, and of such estate and estates  
 as to them shall seem best, and in case any such new  
 limitation or appointment of uses shall be made,  
 that then the said fine so to be levied, shall be and

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enure, and shall be deemed, adjudged, construed and expounded to be and enure, as touching the said messuages, tenements, lands and premises last mentioned, and every part thereof, to and for such new use and uses, as in and by such writing or writings, so to be signed, sealed and testified as aforesaid, shall be expressed, limited and declared, any thing, &c. and the said *Thomas Jones* for himself his heirs, executors and administrators, doth covenant, promise and grant to and with the said *P. Hobbs* and *Joane* his wife, and either of them, their & either of their heirs, &c. by these presents, that all the said messuages, tenements and premises, and every part and parcel thereof with the appurtenances, now are and be, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the several and respective uses, before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and discharged of and from all former and other bargains, sales, gifts, grants, leases, mortgages, charges, troubles and incumbrances whatsoever had, made, committed or done by him the said *Tho. Jones*, or any other person or persons, lawfully claiming or to claim, by, from or under him. In witness, &c.

A marriage is intended between *Tho. Geo. Esquire*, and *Ph. B. single woman Ph.* (in regard the journeyure agreed on cannot presently be assured,) with consent of *Tho.* makes over all her lands, &c. jewels, moneys, &c. to *Eliz.* her sister in trust, &c.

THIS Indenture tripartite, &c. between *T. Geo. Esquire*, sonne and heire of *Sir Tho. G. of, &c. Knight*, of the first part. *Ph. B. single woman*, and

daughter of, &c. of the second part, and *Eliq. B.* sister of the said *Ph. B.* of the third part. witnesseth, that whereas there is a marriage agreed upon, and shortly (by Gods grace) to be had and solemnized, between the said *T. G.* and the said *Ph. B.* and whereas the said *P. B.* is, and standeth possessed and interessed in certain leases, moneys, jewels, debis, goods and chartels, and whereas also the said *T. G.* by reason of the present distractions of the times, is not able presently to assure unto the said *Ph. B.* such joynture as is agreed on to be assured to her, witnesseth now further this present Indenture, that it is covenanted, granted, condescended unto and agreed upon, by and between all the said Parties to these presents, in manner and forme following, (that is to say) the said *Ph. B.* by and with the consent and good will of the said *T. G.* Party to these presents, testified by being Party, and putting his hand and seal to one or more parts of this Indenture, hath granted, aliened, assigned and set over, and by, &c. unto the said *Eliq. B.* all such mannors, messuages, lands, tenements, rents, services and hereditaments whatsoever, scituate lying and being in &c. or elsewhere in *England*, whereof or wherein she the said *Phil.* is or standeth possessed or interessed, and all her estate, right, title, interest, claim and demand whatsoever, in and to the same mannors, messuages, lands, tenements and premises, and every or any part thereof, together with all leases, deeds and writings, touching the same premises and every part thereof, To have and to hold the said mannors, messuages, lands, tenements and premises, and every part and parcel thereof, with the appurtenances to the said *Eliq. B.* her executors, administrators and assignes, from henceforth, for and during all the respective time and times, tearme and tearms, as she the said *Ph. B.* hath or ought to have

have thereunto to come and unexpired; and also the said *Ph. B.* by and with the like consent and agreement of the said *T. G. Patty* to these presents, testified as aforesaid, hath granted and delivered, and by, &c. to the said *Eliz. B.* all her jewels, moneys, bonds, specialties, debts, and other goods and chattels whatsoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcel thereof with the appurtenances to the said *Eliz. B.* her executors, administrators and assignes, to the uses, intents and purposes hereafter in these presents mentioned and declared; and it is expressed and declared to be the true intent and meaning of all the said Parties to these presents, that the several grants herein before made to the said *Eliz. B.* are so to her made upon trust and confidence in her reposed, as well by the said *T. G. Patty* to these presents, as the said *P. B.* that in case the said marriage take effect, and that the said *T. G.* shall, during the coverture between him and the said *Ph.* cause to be assured by good and sufficient ways and means in the law to the said *Ph.* for her life, and after her death to the heirs of her body by the said *T. Partie*, &c. to be begotten, manors, messuages, lands, tenements and hereditaments, situate, lying and being in the County of *Wils* and *Gloucester*, or either of them, of the cleare yearly value of 250 l. of, &c. over and above all rents, charges, deductions and reprises; or that after such marriage solemnized, if the said *Ph.* shall happen to depart this transitory life before the said *T. G.* and before such assurance made as aforesaid, which shall first happen, she the said *Eliz. B.* her executors, administrators and assignes, shall and will upon the reasonable request, and at the costs and charges in all things of the said *T. G.* his Executors, &c. not only grant, assigne and set over to the said

T. G. Parry, &c. his executors, &c. all the said manors, messuages, lands, tenements, hereditaments and premisses before hereby granted or assigned by the said Ph. B. to the said Eliz. B. as aforesaid, for all such time and times, term and terms respectively, as shall be then therein to come and unexpired, discharged of all other grants and incumbrances made or done by the said Elizabeth, except such as she shall make or do by consent of the said T. G. his Executors, &c. but also grant and re-deliver to the said T. G. his executors or assigns, all such moneys, jewels, bonds, specialties, debts, and other goods and chattels whatsoever, as in the mean time shall come to the hands of the said Eliz. her executors, &c. by force of these presents, and which shall remaine or be in her or their hands, custody or possession, by the true meaning hereof, and also that in such case, she the said Elizabeth, her executors, &c. shall from time to time, in the mean time after solemnization of the said marriage, pay and deliver to the said T. G. all such rents, issues and profits of the said manors, lands, tenements, moneys and debts, as shall come to her or their hands or custody, and also upon further trust and confidence in the said Eliz. B. reposed, that in case the said marriage take effect, and the said T. G. happen to depart this transitory life before the said P. B. and before he shall have assured, or caused to be assured to the said P. B. any manors, messuages, lands, tenements or hereditaments of the value aforesaid, and in forme aforesaid, that then in such case she the said Eliz. B. her executors, &c. shall and will not only re-grant, re-assigne and set over to the said Ph. B. all the said manors, messuages, lands, tenements and premisses before hereby granted or assigned, by the said Ph. B. as aforesaid, for all such time and times, term and

terms

terms respectively, as shall be then therein to come  
 and unexpired, discharged of all other grants and in-  
 cumbrances made or done by the said *Elizabeth B.*  
 her executors, &c. except such as she shall make or  
 do by consent of the said *P. H.* but also re-grant  
 and re-deliver to the said *Phil.* her executors or as-  
 signes, all such moneys, jewels, bonds, specialties,  
 debts and other goods and chattels whatsoever, as in  
 the mean time shall come to the hands or custody of  
 the said *Eliz.* her executors or assignes by force of  
 these presents, and which shall remaine and be in her  
 or their hands, custody or possession, by the true  
 meaning of these presents, and the said *T. G.* for  
 himself, his executors, &c. doth covenant, promise,  
 grant and agree, to and with the said *Eliz. B.* her  
 executors, &c. by these presents, that neither he the  
 said *T. G.* nor his heirs, &c. nor any other person  
 or persons, claiming or to claim by or under him, or  
 deriving any authority by or under him, them or  
 any of them, shall at any time hereafter enter into,  
 receive, take or intermeddle with the said manors,  
 messuages, lands, tenements hereditaments, jewels,  
 moneys, bonds, specialties, debts, or other things  
 before hereby mentioned, meant or intended to be  
 granted, assigned or delivered by the said *Phil. B.* to  
 the said *Eliz. B.* as aforesaid, or any part or parcel  
 thereof, or any rents, issues or profits thereof, or of  
 any part thereof, other then according to the true in-  
 tent and meaning of these presents; provided al-  
 ways, and it is declared to be the true intent and  
 meaning of these presents, and all the Parties to the  
 same, that in case the said marriage shall not be so-  
 lemnized, on or before the, &c. next ensuing the  
 date hereof, that then and from thenceforth, these pre-  
 sents, and every grant, matter and thing herein con-  
 tained, shall cease, determine, and be utterly frustrate

and void to all intents and purposes; and that the said *Phil. B.* her executors, &c. shall from thenceforth have and enjoy again to her and their own use and right all, &c. any thing, &c. In witness whereof to one part of this tripartite Indenture, remaining with the said *Eliq. B.* The said *T. G.* and *Ph. B.* have put their hands and seals; to one other part remaining with the said *Ph. B.* the said *T. G.* and *Eliq. B.* have, &c. to the other part remaining with the said *T. G.* the said *P. B.* and *E. B.* have, &c.

*A. and B. his wife*, being possessed of a certain manor and lands, covenants with *C.* and *D.* to levie a fine thereof to certain uses, with a Covenant, that himself and his wife together, shall have power to let leases for lives or years.

**T**His Indenture, &c. between *A.* and *B. his wife* of the one part, and *C.* of, &c. and *D.* of, &c. of the other part, witnesseth, that for the settling of the inheritance of the manors, lands, tenements and hereditaments, hereafter in these presents mentioned, to such use and uses, and in such manner and forme as is hereafter in these presents limited, expressed and declared, and for the enabling of the said *A.* and *B. his wife*, to make and grant leases and estates, of and in the said manor, lands and premises, in such manner and sort, and according to the power and authority, to them hereafter in these presents mentioned, reserved and raised, and for other good causes and considerations, then the said *A.* and *B. his wife* thereunto especially moving, it is agreed between the said Parties, and they the said *A.* and *B. his wife*, do covenant, grant and agree, to and with the said *C.* and *D.* and either of them, their executors and administrators by these presents, that they the said

*A.* and



**A** and **B** his wife, shall & will before the end of *Michaelmas* next ensuing the date hereof, acknowledge and levie to the said **C.** and **D.** and to the heires of the said **C.** one fine *sur conuizance de droit, &c.* to be sued out with Proclamations, according to the forme of the statute in that case made and provided, of all that the mannor, capital messuage, ferme, barton and demeasne lands of, &c. with all and singular the rights, members and appurtenances thereof, thereunto or to any of them belonging, or reputed, or used, as thereunto or to any of them belonging, and of all other the messuages, lands, tenements, rents, services and hereditaments whatsoever, wherein *Th. I.* gent. deceased had any estate of inheritance in possession, reversion or remainder, scituate lying and being, or to be had or taken in or near the towns, parishes, fields and hamlets of, &c. with the appurtenances, and of twelve messuages, two cottages, one watermil, twelve gardens, three hundred acres of land, two hundred acres of pasture, forty acres of wood, with the appurtenances in, &c. or by such other fit name or names, quantities and qualities of acres, as shall be thought fit, which said fine so or in any other manner to be had and levied, shall be deemed, adjudged, construed and expounded, to be to and for the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever, that is to say, to the use and behoof of the said **A.** for and during the term of his natural life, and from and after his death to the use and behoof of the said **B.** for and during the term of her natural life, & from and after the decease of the said **A.** and **B.** his wife, to the use and behoof of the heirs of the body of the said **A.** on the body of the said **B.** begotten and to be begotten, and for default of such heirs, to the use and behoof of  
the

the right heirs of the said A. for ever: and it is promised, covenanted, concluded, agreed and declared, by and between all and every the said Parties to these presents, that it shall and may be lawful, to and for the said A. from time to time, and at all or any time or times, during his natural life, by any Indenture or Indentures to make any demise or demises, grant or grants of the said premises, or of any part or parts thereof alone, or amongst other things, as well in possession for the term of twenty one years or under, or for one, two or threelife or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under such rents, covenants and conditions, as to him the said A. shall seem meet, so as the the said B. shall be made a Party to every such Indenture, whereby any such demise or grant shall be made, during the life of the said B. and that the said B. shall seal and deliver every such Indenture, and that at all times from and after the making of any such demise or demises, grant or grants (the said fine to be levied as aforesaid, and the Conuzees of the same fine and their heirs and the heirs of the survivor of them shall stand and be seized of and in such part and parts as shall be so demised or granted to the use and behoof of every such lessee or lessees, grantee or grantees, to whom any such demise or demises, grant or grants shall be so made, and according to the true intent and meaning of every the same severall & respective demise or demises, grant or grants, so as the same lessee or lessees, grantee or grantees, their executors and assigns shall pay the rents, and perform their covenants and conditions in such Indentures of demises or grants, to be specified and contained, according to the true intent and meaning of the same Indenture. In witnesse, &c.

R. C. being possessed of a messuage, &c. in fee-simple, granteth the same to I. P. C. P. and G. C. Habend. in them and their heirs to certain uses, viz. to the use of himself for life, yet so as to pay 20 l. per annum, and meat, drink, &c. to his eldest sonne, his wife, &c. and after his decease to several other uses and profits.

THIS Indenture, &c. between R. C. of, &c. of the one part, and I. P. C. P. and G. C. of the other part, witnesseth, that the said R. C. for divers considerations him thereunto moving, and especially for the preferment of A. his eldest sonne, and next heir, and for the joynture of *Alice*, the now wife of the said A. and for the preferment of the issue between the said A. and *Alice*, lawfully begotten and to be begotten, hath given, granted, infeoffed and confirmed, and by, &c. unto the said I. P. C. P. and G. C. and their heirs, all that mansion-house or messuage, with the appurtenances wherein the said P. C. now dwelleth, set, lying and being, &c. and all the orchards, gardens, lands, tenements, pastures, meadows, woods, commons, profits, commodities and advantages whatsoever, to the said messuage and premisses belonging, or in any wise appertaining, or being accepted, reputed or used, as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents and services, of all and singular the aforesaid premisses, and every part and parcel thereof, To have and to hold the said messuage or tenement, lands, meadows, leasoes, feedings, pastures, rents, reversions, services and hereditaments, and all and singular other the premisses with their and every of their appurtenances, unto the said I. P. C. P. and G. C. their heirs and assigns for ever,

ver, to this end, meaning, intent, construction and purpose, that they, &c. and their heires, and the heirs of the survivors and survivor of them, shall from henceforth stand and be seized of the said messuage, and all and singular other the above mentioned premises, and of every part and parcel thereof, to the uses intents and purposes, hereafter in these presents limited and declared, and to none other use, intent or purpose whatsoever, (that is to say) to the use and behoof of the said R. C. for and during his natural life, so as and upon condition that he the said R. C. shall from time to time during his natural life, pay or cause to be paid unto the said A. and *Alice* his wife, and the longest liver of them, the summe of 20 l. by the year, at the two most usual Feasts in the year, that is to say, the Feast of, &c. by even portions to be paid, during the said year, or within fourteen days next after every of the said Feast-days, and the first payment to be had and made upon the Feast day of, &c. next, &c. and the same payments to be yearly had and made in manner and forme aforesaid, at or within the now dwelling-house of the said A. situate, &c. and also upon condition that he the said R. C. shall from time to time during his natural life, find, give and provide unto the said A. and the said *Alice* his wife, and to all such children, as shall between them be begotten, competent, sufficient and convenient, meat, drink, house-room and lodging within his said mansion-house, and after the decease of the said R. C. the said Parties above-mentioned, and the heirs of the longest liver of them shall stand and be seized of all and singular the said premises, with their and every of their appurtenances, to the use and behoof of the said A. and of the said *Alice* his wife, and of the heirs of their two bodies, between them lawfully begotten, and to be begotten, and

and for default of such issue, to the use and behoof of R. C. one other of the sonnes of the said R. C. and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of W. C. one other of the sonnes of the said R. C. and of the heirs males of his body, lawfully to be begotten, and for default of such issue, to the use of the said R. C. and of his heirs and assignes for ever.

R. C. covenanteth, that he is lawfully seized, hath power to grant, that the premises shall remain free from incumbrances, *prout* usual.

*A settlement by fine and recovery of several Mannors, Lordships, &c. for the raising of moneys, for payment of debts and childrens portions, as also for entailing thereof under several provisoes and l'gacies.*

**T**His Indenture tripartite, &c. between the Right Honourable Edward Lord Herbert, and Richard Herbert Esquire, sonne and heire apparent of Dame Mary, late wife of the said Edward Lord Herbert, and sole daughter of Sir William Herbert of St. Julians in the County of Monmouth Knight, deceased, of the first part, the Right Honourable Iohn Earle of Bridgewater, and Edward Herbert of the Inner Temple London Esquire, of the second part, and Moses Loyd of, &c. and Henry Githens of, &c. of the third part, witnesseth, that whereas the said Edward Lord Herbert, or some in trust for him, is or are seized in his or their demeasne, as of fee, of some part of the lands, tenements and hereditaments hereafter mentioned, and is also seized for tearme of his life, as tenant by the courtesie of England, of the mannors, messuages, lands, tenements and hereditaments hereafter specified, the reversion thereof in fee -

fee-simple, being descended by and after the decease of the said *Mary* unto the said *Richard Herbert* : now to the end, that the manors, Lordships, messuages, lands, tenements and other hereditaments hereafter mentioned and expressed, may be established, velted and seiled unto the said *Edward Lord Herbert*, during his natural life, and after his decease upon the said *Richard Herbert*, and upon his name, stock and posterity, and to such other uses, intents and purposes, as are hereby appointed ; it is covenanted, promised, granted, condescended, concluded and agreed, by and between the said Parties to these presents; and the said *Edward Lord Herbert* and *Richard Herbert* do for themselves, their heirs, executors, administrators and assignes, covenant, promise, grant, condescend and agree to and with the said *John Earle of Bridgewater*, and *Edward Herbert*, their heirs, executors, administrators and assignes, and to and with every of them by these presents, that they the said *Edward Lord Herbert*, and *Richard Herbert*, shall and will on this side, and before the end of *Michaelmas* term next ensuing and coming after the date of these presents, in due forme of law, and at the equal costs and charges in the law of the said *Edward Lord Herbert*, and *Richard Herbert*, levie and acknowledge to the said *Moses Loyd* and *Humphry Githens*, and the heirs of the said *Moses*, one or more fine or fines *sur conuzans de droit come ceo*, &c. with proclamations thereupon to be had and made, according to the forme of the statutes in that behalf made and provided, of all that capital messuage or manor-house of *St. Julians*, with the rights, members and appurtenances thereof, and of all and singular the manors, Lordships, messuages, lands, tenements and hereditaments whatsoever, of them the said *Edward Lord Herbert* and *Richard Herbert*, or either of them,

where-



whereof they the said *Edward Lord Herbert*, and *Richard Herbert*, or either of them are or do stand seized of any estate of inheritance, within the Kingdome of *Ireland*, by such name or names, quantities, qualities, contents and numbers of acres and things, in such manner and forme as by the said *E. L. H.* and *R. H.* or either of them shall be reasonably devised, or advised and required, in and by which fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, the said *E. L. H.* and *R. H.* shall acknowledge the said mannors, Lordships, messuages, lands, tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, to be comprized in every such fine, to be the right of the said *Moses Loyd*, as those which the said *Moses Loyd* and *Humphry Gibbens* have, of the gift of the said *E. L. H.* and *R. H.* the which said fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, shall be and enure, and shall be deemed, adjudged, esteemed, reputed and taken, to be and enure, to the use and behoof of the said *M. L.* and *H. G.* and their heirs, to the intent and purpose, that they the said *M. L. L.* and *H. G.* may become perfect tenants of the freehold of the said mannors, messuages, lands, tenements, hereditaments and premises, with their appurtenances, whereby one or more perfect common recovery or recoveries, shall or may thereof be had and suffered, in manner and forme hereafter following, for which intent and purpose, it is hereby further covenanted and agreed, by and between the said Parties to these presents, that it shall and may be lawful to and for the said *Iohn E.* of *B. and E. H.* to bring, pursue and prosecute against them the said *M. L. L.* and *H. G.* one or more writs of entry *sur disseisin en le post*, of and for the said mannors, Lordships, messuages,

siages, lands, tenements, rents, hereditaments, and  
 all and singular other the premisses, with their and e-  
 very of their appurtenances by such name or names,  
 quantities, qualities, contents and numbers of acres  
 and things, in such sort, manner and forme, as by the  
 said E. L. H. and R. H. or their, or either of their coun-  
 cel learned in the law, shal be reasonably devised, ad-  
 vised & required, the which said writ or writs of entry  
*sur disseisin en le pozt*, so as aforesaid, or in any other  
 sort to be had or brought, shall be returnable in such  
 Courts, and before such Judges or Justices, as the  
 said E. L. H. and R. H. or the survivor of them, his or  
 their counsel learned in the law shall advise or think  
 fit, before the end of *Michaelmas* term next ensuing  
 after the date of these presents, and the said M. L. L.  
 and H. G. shall thereunto appear *gratis*, and vouch  
 over to warranty the common vouchee, who shall also  
 appear, and after imparlance had, shall make default,  
 and depart in contempt of the said Court, whereby  
 one or more perfect common recovery or recoveries,  
 shall or may be had or suffered against them the said  
 M. L. L. and H. G. of and for the said mannors,  
 Lordships, messuages, lands, tenements, heredita-  
 ments and premisses, with their appurtenances, accord-  
 ing to the usual course of common recoveries in such  
 cases used and accustomed, for assuring of lands and  
 tenements, the which said common recovery or reco-  
 veries, so as aforesaid, or in any other manner to be  
 had and suffered, and all other common recoveries,  
 fines, feoffments, conveyances and assurances in the  
 law whatsoever, since the death of the said Lady *Mary*  
*Herbert*, wife of the said *Edward Lord Herbert*, had,  
 made, levied, suffered, acknowledged or executed, or  
 at any time hereafter to be made, levied, suffered, ac-  
 knowledged or executed, by or between the said Par-  
 ties to these presents, or any of them, or wherunto  
 they

they or any of them shall be Parties, of or concerning the said mannors, messuages, lands, tenements, hereditaments or premisses, or any of them, or any part or parcel of them, or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure, to the uses, behoofs, intents and purposes, and with, upon and under such proviloes, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed (that is to say) as for and concerning all and singular the said messuages, farms, lands, tenements and hereditaments in *Tinterne* in the said County of *Monmouth*, &c. to the use and behoof of the said *Richard Herbert*, his heirs and assigns for ever, and as for and concerning all and every other the mannors, messuages, lands, tenements, meddows, leasows, pastures, feedings, commons, woods, underwoods, rents, services and hereditaments whatsoever, of them the said *Ed. L. H.* and *R. H.* or either of them, with their and every of their appurtenances in the said County of *Monmouth*, to the use and behoof of the said *Richard Herbert*, for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste, and after the decease of him the said *R. H.* to the use and behoof of the said *E. L. H.* for and during the term of his natural life, and after the decease of the said *E. L. H.* to the use and behoof of *Edward Herbert*, eldest sonne of the said *Richard Herbert*, and of the heirs males of his body, lawfully to be begotten, and for default of such issue to the use and behoof of *John Herbert*, second sonne of the said *Richard*, and of his heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of *Richard Herbert*; third sonne of the said *R. H.* Party

to these presents, and of the heires males of the body of *Richard Herbert* sonne of the said R. H. Party to these presents, lawfully to be begotten, and for default of such issue, to the use and behoof of the fourth sonne of the body of the said *Richard Herbert* Party to these presents, on the body of the Lady *Mary Herbert* his wife, daughter of the said Jo. E. of B. begotten or to be begotten, and of the heirs males of the body of such fourth sonne lawfully to be begotten, and for default of such issue, to the use and behoof of the fifth sonne of the body of the said *Richard Herbert* Party to these presents, on the body of the said Lady *Mary Herbert* his wife begotten or to be begotten, and of the heirs males of the body of such fifth son lawfully to be begotten, and so the sixth, seventh, eighth, ninth & tenth, and for default of such issue, to the use and behoof of all and every other sonne and sonnes of the body of the said *Richard Herbert* Party to these presents, to be begotten successively one after another, as they and every of them shall be in seniority of age, and priority of birth, the eldest of the said sonnes, and the heirs males of his body, being ever preferred before the younger of the said sonnes, and the heirs males of his body, and for default of such issue, to the use and behoof of *Edward Herbert*, second sonne of the said *Edmund Lord Herbert*, and of the heirs males of his body, lawfully begotten or to be begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Richard Herbert* Esquire, deceased, father of the said *Edward Lord Herbert* lawfully begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Edward Herbert*, grandfather to the said *Edward Lord Herbert*, and for default of such issue, to the use and behoof of the right heirs of him the said *Richard Herbert*, sonne of the said

*Edward Lord Herbert* for ever, and as for and concerning the mannors, Lordships, messuages, mills lands, tenements, orchards, gardens, tofts, crofts, meddows, leasows, pastures, feedings, woods, underwoods, rents and hereditaments whatsoever of the said *Edward Lord Herbert*, and *Richard Herbert* his sonne, or either of them, with their and every of their appurtenances in the said County of *Anglesey*; to the use and behoof of the said *Jo. Earle of Bridgewater*, and *Edward Herbert* Party to these presents, and of their heirs and assignes for ever, upon trust and confidence nevertheless, and to the end, intent and purpose, that they the said *John Earle of Bridgewater*, and *Edward Herbert* Party to these presents, and the survivor of them and his heirs, shall and will at his and their free will and pleasure, sell, convey and assure the said mannors, lands and premisses in the said County of *Anglesey*, and every part thereof, for the best benefit, profit and advantage, which shall or may be (*bonâ fide*) had or gotten for the same, and that the money to be raised by every or any such sale, and as every such sale shall be made, shall be forthwith paid and disposed of as followeth, that is to say, out of the money that shall be raised by sale of such of the premisses in the said County of *Anglesey*, as were the lands of *Dame Herbert*, late of, &c. there shall be forthwith, and in the first place so much money paid to the said *Ed. Lord Herbert*, his executors or administrators, as according to the true yearly value of those lands; shall come to five years and an halfe purchase, and the residue of the moneys that shall be raised by the sale of the same lands, which were the lands of *Dame Herbert*, late of, &c. shall be disposed of, for and towards the payment of the debts, of the said *Richard Herbert* Party to these presents, and summes of money mentioned in the Schedule hereto

annexed, as the said *Io. Earle of B.* and *Richard H.* Party to these presents, or the survivors of them shall think fit, and of the money that shall be raised by the sale of the residue of the said mannors, lands and premisses in the said County of *Anglesey*, there shall be forthwith and in the first place, so much paid to the said *Ed. L. Her.* his executors or administrators, as according to the yearly value of the same mannors, &c. shall come to 16 years purchase, and if those mannors & lands shall be sold for more then 16 years purchase, then the one moyety of such surpluse (if any shall be) shall be forthwith and in the first place paid to the said *Ed. L. Herbert*, his executors or administrators, and the other moyety thereof shall be disposed of, for and towards the payment of such of the debts of the said *Richard Herbert* Party to these presents, and summes of money mentioned in the said Schedule, as the said *John Earle of B.* and *Edward Herbert* Party to these presents, or the survivor of them shall think fit, and the over-plus thereof, (if any shall be) shall be paid to the said *Richard Herbert* or to such other person or persons, as he the said *Richard Herbert* Party to these presents, by any writing under his hand and seale, shall direct, nominate and appoint, to be disposed of in the buying of land, to be estated in the same manner, as the lands in the said *C. of Carnarvan*, are by these presents limited, and for want of such direction, nomination or appointment, to the executors or administrators of the said *Richard Herbert* Party to these presents, the further trust, intent and meaning of these presents, and the Parties hereunto being, that the said *Edward Lord Herbert*, his executors, administrators or assignes, shall or may have, receive and take, to his and their own proper use, all and singular the rents, issues, revenues and profits, of the said mannors, lands and premisses hereby limited and



intended to be sold, until sale shall be thereof made as followeth. Provided always, and it is hereby declared and agreed, by and between all and every the said Parties to these presents, and the true intent and meaning of them and of these presents is, that it shall and may be lawful, to and for the said *Ed. L.H.* (paying to Sir *Richard Eaton* of *Newport* in the County of *Salop* Knight, his executors and administrators, to be disposed according to the trust hereafter mentioned, the summe of 1000 l. of good and lawful money, or such lesse summe of money, as the said *Io. Earle of Bridgewater*, and *Edward Herbert* Party to these presents, or the survivor of them shall think fit and appoint,) at any time or times during the term of his natural life, by Indenture, or by any deed or deeds writing or writings, to be by him the said *Ed. Lord Herbert*, sealed & subscribed in the presence of two or more credible witnesses, to declare, limit and appoint, all or any the said mannors, messuages, lands, tenements, rents, hereditaments and premises, with their appurtenances in the said County of *Monmouth* (the said capital messuage, called by the name of *St. Iulians*, and the lands late in the tenure or occupation of *Iohn Morgan* Esquire, and the lands and tenements, whereof the use is herein before limited to the said *Richard Herbert* Party to these presents, or the Survivor of them in possession always excepted and reserved) to and for the joynture of any wife or wives. which he the said *Edward Lord Herbert* shall hereafter happen to marry, for and during the natural life and lives of such wife and wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect after the death of the said *Edward Lord Herbert*, and that then and so often, and from thenceforth the said Recovery or Recoveries shall be and enure, and the Re-

coverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said mannors, messuages, lands, tenements and hereditaments in the said County of *Monmouth*, with their rights, members and appurtenances, or of and in so much or such part thereof, of, for and concerning the which such indenture, deed or writing shall be made by the said *Edward Lord Herbert*, as aforesaid, for the joynture of any such wife or wives, or number of years determinable, upon her or their life or lives, as aforesaid, according to the true intent and meaning of the same indenture, deeds and writings and of these presents: And it is hereby declared and agreed by and between the said Parties hereunto, that the said summe of 1000 l. herein before mentioned, or such lesse summe as aforesaid, to be paid by the said *Edward Lord Herbert*, to the said *Richard Eaton*, as aforesaid, shall go and be employed upon the trust herein after following (*viz.*) in case the debts and summes of money mentioned in the Schedule hereunto annexed, be not then paid, then the same or so much thereof, as shall be sufficient to pay and satisfie such of the said debts or summes of money, mentioned in the said Schedule hereunto annexed as the said *Io. Earle of Bridgewater*, and *Edward Herbert* Party to these presents, or the survivor of them and his heirs shall think fit, shall be disbursed and employed to that purpose, and after the said debts and summes of money, or such of them as the said *Io. Earle of Bridgewater*, and *Edward Herbert* shall think fit, shall be paid or satisfied, then the surplusage (if any be) of the said one thousand pounds, or such lesse summe as aforesaid, shall be disposed and employed, for the purchasing and buying of lands, tenements and hereditaments to be settled on the said *Edward Herbert* Party to these presents, for and during the term of his natural life

and after his decease to the use and behoof of such person and persons, and in such manner and forme as the said lands, tenements and hereditaments in the County of *Monmouth* herein before limited, to the said *Richard Herbert* Party to these presents, for his life, with remainders over, are limited, estated and settled: Provided always, and it is covenanted, granted, conceded, concluded and agreed, by and between all the said Parties to these presents, and the true intent and meaning of them and every of them and of these presents is, that if the said *Richard Herbert* Party to these presents, or some other person or persons, to whom any estate is hereby limited or intended to be limited, of and in the said mannors, lands, tenements and hereditaments, within the Kingdome of *Ireland*, or any of them, their or some of their heirs or assignes, or some of them, shall not within two years next after the decease of the said *Edward Lord Herbert*, well and truly pay or cause to be paid to the said *Edward Herbert*, sonne of the said *Edward Lord Herbert*, (if he the said *Edward Herbert*, sonne of the said *Edward Lord Herbert*, shall so long live,) the summe of 2000 l. of, &c. that then and immediately after such default of payment, all and every use and uses herein before limited and declared, as for and concerning all and every the mannors, lands, tenements and hereditaments, within the kingdome of *Ireland*, shall cease and be void, and then also and from thenceforth the said recovery and recoveries, so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in all and singular the said mannors, lands, tenements and hereditaments, with their appurtenances within the said Kingdome of *Ireland*, to the use and behoof of the said *Edward Herbert*, sonne of the said

**Edward Lord Herbert**, his heirs and assigns, until he or they shall and may, out of the rents, issues and profits thereof, have fully levied and received the said summe of 2000 l. together with consideration after the rate of 8 l. *per centum per annum* for the forbearance thereof, from the end of the said two years next ensuing the death of the said **Edward Lord Herbert**, and all dammages, costs and charges, which he the said **Edward Herbert**, son of the said **Edward Lord Herbert**, his heirs, executors or administrators, shall sustain or be put unto, in or about the recovery of the said premises, or of the said summe of 2000 l. or any part thereof, or in or about any suit concerning the same: Provided also, and it is covenanted, granted, condescended, concluded and agreed, by and between the said Parties to these presents, and the true intent and meaning of them, and of every of them, and of these presents is, that it shall and may be lawful to and for the said **Richard Herbert** Party to these presents, by indenture, or by any deed or deeds, writing or writings, indented br poll, to be by him the said **Richard Herbert** Party to these presents, sealed and subscribed in the presence of two or more credible witnesses, to declare, limit or appoint all or any of the said manors, Lordships, messuages, lands, tenements, hereditaments and premises in the Kingdome of Ireland, to and for the joynture of any wife or wives, which he the said **Richard Herbert** shall hereafter happen to marry, or take to wife, for and during the natural life or lives of such wife or wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect upon the decease of the said **Edward Lord Herbert**, and **Richard Herbert**, and the survivor of them, to be subject to the use herein before limited, to the said **Edward Herbert**, sonne of the said **Edward Lord Herbert**.

bert and his heirs in the manner aforesaid, and then and from thenceforth the said recovery and recoveries shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized, of and in the said mannors, Lordships, messuages, lands, tenements, hereditaments and premisses in the Kingdome of Ireland, with the rights, members and appurtenances thereof, or of or in so much or such part thereof, for or concerning which such indenture, deed or writing, shall be made by the said *Richard Herbert* as aforesaid, for the life of any such wife or wives, or number of years determinable upon her or their life or lives as aforesaid, according to the true intent and meaning of the said indenture, deeds or writings, and of these presents, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, sonne of the said *Edward Lord Herbert*, his heirs and assignes in manner aforesaid: Provided also, and it is nevertheless covenanted, concluded, condescended and agreed, by and between the said Parties to these presents, that it shall and may be lawful to and for the said *Richard Herbert* Party to these presents, at all or any time or times hereafter, during his natural life, being then actually seized of the immediate estate of free-hold in possession, of or in the said mannors, lands, tenements, hereditaments and premisses, or any of them, by vertue or means of the said Recoveries or any of them, and of these presents, or of any the limitations of uses herein limited, to demise or to farme let by indenture or indentures, such or so much of the said mannors, lands, tenements, hereditaments and premisses, whereof he shall be then so seized in possession of such estate as aforesaid, or any part thereof chargeable and charged, nevertheless with the liberties and powers herein contained, and  
with

with the termes and estates thereof, thereby, or in pursuance thereof made or raised unto any person or persons whatsoever in possession, for any number of years, not exceeding the number of twenty one years, from the making thereof in possession, or for the terme of three lives, or for any fewer number of years or lives, or for any number of years determinable on three lives, or any fewer number of lives in possession, so as upon every such demise, lease or grant so to be made as aforesaid, there be reserved respectively such rents and services, as at any time within the space of seven years last past, before the date of these presents, have been reserved for the same, or more or greater rent payable for the same, during the continuance of every such several or respective demise or lease, so to be made as aforesaid, to such person and persons, as by force of these presents, shall or ought to have the immediate reversion or remainder thereof, and that immediately from and after every or any such time, as any such several and respective demise, lease or grant shall be made as aforesaid, the recovery and recoveries, and every of them shall be and enure, and shall be taken to be and enure, and the said Recoverer and Recoverers in the said Recovery named, and every of them, their and every of their heirs, and all and every other person or persons, which at any time hereafter shall be seized of such parts and parcels of the premises, as shall be demised or leased as aforesaid, shall stand and be seized thereof, and of every part thereof, to the use and behoof of such several and respective person and persons, to whom any such demise or lease shall be so made as aforesaid, their several and respective executors, administrators and assignes, to such several and respective estate and estates, terme and terms, and in such manner and forme, as in such several and respect-



pective demises or leases to be made, as aforesaid shall be mentioned and expressed, subject to the rents, covenants, conditions, provisoes and agreements, as therein shall be severally and respectively contained and expressed, and of the reversion and reversions, remainder and remainders thereof, to the use of such person or persons, as by force of these presents shall or ought to have the immediate reversion or remainders thereof, any thing, &c. Provided always, and it is, &c. and the true intent, &c. is, that it shall and may be lawful, to and for the said *Richard Herbert* Party to these presents, at any time or times after the decease of the said *Edward Lord Herbert*, during his natural life, by indenture, deed or writing, to be by him the said *Richard Herbert* Party to these presents, sealed & subscribed in the presence of two or more credible witnesses, to make any lease or leases, demises or grants, of all or any part of the said manors, lands, tenements and premisses, with their appurtenance, as well those within this Realme of *England*, and the principalitie of *Wales*, as those within the said Kingdome of *Ireland*, (except such of the manors, lands, tenements and premisses in the said Countrey of *Monmouth*, as shall be limited to or for the joynture of such wife or wives as the said *Edward Lord Herbert* shall hereafter marry, for and during the life or lives of such wife or wives only) for the terme of twenty one years, or under, or for one, two, three or more lives, or for any number or terme of years determinable, upon one, two, three or more lives in possession or reversion or otherwise, with reservation of rent, or without reservation of rent, at his and their will and pleasure unto any person or persons, subject nevertheless to the use herein before limited, to the said *Edward Herbert*, sonne of the said *Edward Lord Herbert*, his heirs and assignes in manner a-

fore-

foresaid, upon trust for the raising of the severall portions herein after mentioned, for such daughter and daughters, as the said *Richard Herbert* son of the said *Edward Lord Herbert*, shall happen to have, and not otherwise provided (that is to say) if one daughter only, then for the raising of 3000 l. for that daughter, if more then one daughter, then for the raising of 2000 l. apeece for each and every one of the said daughters, and that all and every such lease or leases, demises or grants so to be made as aforesaid, shall stand and be good and effectual in the law, to all intents and purposes, and that the said Recovery and Recoveries so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in such part, and so much of the manors, messuages, lands and premises, with the appurtenances, as shall be so demised or leased as aforesaid, and every part thereof, (except as is before excepted) to the use of such person and persons, his and their executors, administrators and assignes, to whom such demises, leases or grants shall be so made as aforesaid, for and during such leases, estates and tearms as shall be so demised and granted as aforesaid, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, sonne of the said *Edward Lord Herbert*, his heirs and assignes in manner aforesaid: provided also, and it is, &c. and the true intent, &c. that it shall and may be lawful to and for the said *Richard Herbert* Party to these presents, from time to time, and at all times during his natural life, by any his deed or deeds, writing or writings, indented or poll, to be by him the said *Richard Herbert* Party to these presents, signed, sealed and delivered in the presence of two or more credible witnesses, to revoke, annihilate, frustrate and make void all or any of the use

use or uses, estate or estates, or limitations herein before limited, declared and appointed, of, for or concerning any three plough lands of the premisses, in the Kingdome of Ireland, not exceeding in the whole the clear yearly value of 150 l. *per annum*, over and above all charges and reprints, other then the use herein before limited to the said *Edward Herbert*, son of the said *Edward Lord Herbert*, and his heirs in the manner aforesaid, and other then the use herein before limited to the said *Edward Lord Herbert* for his life, and that then and from thenceforth, the use and uses, estate and estates, and limitations, herein before declared, limited or appointed, of, for or concerning such of the said last mentioned premisses, for or concerning which any such nomination shall be so had or made, other then the uses herein before limited, to the said *Edward Lord Herbert*, and *Edward sonne* of the said *Edward Lord Herbert*, and his heirs in the manner aforesaid, shall cease, determine, and be utterly revoked, frustrate and made void: and then also it shall and may be lawful, to and for the said *Richard Herbert* Party to these presents, by the same deed or deeds, or by any other deed or deeds, to be signed, sealed and delivered by him the said *Richard Herbert*, as aforesaid, to declare, limit or appoint, any other new use or uses, estate or estates whatsoever, of the said premisses, of, for or concerning which any such revocation shall be so made, or any part or parcel thereof, unto any person or persons whosoever, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, sonne of the said *Edward Lord Herbert* and his heirs in the manner aforesaid, any thing in these presents contained to the contrary thereof in any wise notwithstanding: and that then also and from thenceforth the said recovery & recoveries, as to such of the premisses, concerning which any such revoca-

cation & new declaration shall be so made, to such uses, intents and purposes, as the said *Richard Herbert* Party to these presents, by any such deed or deeds, as aforesaid, shall declare, limit or appoint, Provided also: and it is &c. that if the said *Edward Lord Herbert*, and *Richard* his sonne, shall both of them be minded to make sale of the mannors, lands, tenements and hereditaments, within the Countrey of *Monmouth*, or any of them (other then such as herein are before limited, to the said use of the said *Richard Herbert* Party to these presents, and his heirs in possession) which sale is not meant or intended by any of the Parties to these presents to be made, but for raising of money to be imployed and bestowed upon the purchase of some other lands of as good value, or in some other place or places, to be fetled and estated, to the same uses and estates, and with the same powers and provisos, and in the sort and manner, as those lands so to be sold, are hereby limited and mentioned to be fetled and estated, and being both so minded, shall at any time during their joynt lives, by any deed or deeds, writing or writings, to be by him the said *Edward Lord Herbert* and *Richard Herbert* his sonne Party to these presents, sealed and subscribed in the presence of two &c. declare and publish their mind, intent and meaning to be, to revoke, alter and frustrate the said uses and estate, before in these presents mentioned, declared, limited or appointed, or any of them, or for or concerning the said last mentioned mannors and premises, or any of them, or any part or parcel thereof, or any of them, that then from and after such declaration or publication, so to be made as aforesaid, the same use and uses, estate and estates, in and by these presents limited, expressed, declared or appointed, of, for or concerning the which any such declaration or limitation shall be made as aforesaid

fore:

foresaid, shall cease and become utterly void, frustrate and of none effect, to all intents, constructions and purposes whatsoever, and that then and from thenceforth the said recovery and recoveries so as aforesaid, or in any other sort to be had and suffered, shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said mannors, lands and premisses last mentioned, or so much or such part thereof, concerning which any such declaration or publication shall be made as aforesaid, to such uses intents, trusts and purposes, as the said *Edward Lord Herbert*, and *Richard Party* to these presents, by any deed or deeds, &c. sealed and subscribed in the presence of two, &c. shall declare, limit or appoint. And it is further, &c. for the considerations aforesaid, that in case any of the said mannors, intended to be comprized in the said fine or fines, recovery or recoveries, shall be omitted or left out, and not be comprized in the said fine or fines, recovery or recoveries, or in case there shall happen to be any defect in the assurance of the premisses, or any of them according to the true, &c. that they the said *Edward Lord Herbert*, and *Richard Herbert Party* to these presents, their heirs and assigns, and all and every other person and persons, which now are or hereafter shall be seized of; and in such of the said mannors, &c. as shall be so omitted or left out, and not to be comprized as aforesaid, or whereof such fine or fines, recovery or recoveries shall not be levied and had, or whereof the assurance hereby intended to be made, shall be any way defective, shall stand and be seized thereof, and every part and parcel thereof, with their and every of their appurtenances, and the reversions thereof, to and for the several and respective estate and estates thereof, herein before severally and respectively limited unto them,

them, or any of them, as aforeſaid, under the ſeveral proviſoes herein before mentioned, and to none other uſes, intents and purpoſes. In witneſs, &c.

*I. W. being ſeized of a Mannor, and other lands, (conceiving he ſhould die without iſſue, and intending to ſettle the ſame to good uſes,) by deed, granteth and conveyeth the ſame to A. B. C. &c. in truſt to the uſe of himſelf for life, and after of Rachel his wife for life, the Remainder to the heirs of his body, and in default of ſuch heirs, to grant the ſame, as he ſhould by Will or other writing, limit or appoint, &c. with ſeveral Proviſoes, &c.*

**T**His Indenture made, &c. between I. W. of, &c. of the one part, and A. B. C. D. &c. of the other part witneſſeth, that the ſaid I. W. for, and in conſideration of the better confirmation and ſtrengthening of a Joynture already made and granted to R. his now wife, and for her better maintenance and livelihood in time to come, and for the natural love and affection which the ſaid I. W. beareth to the heirs of his body, begotten and to be begotten, and for ſetting and eſta bliſhing of the inheritance of the lands and tenements hereafter mentioned, to and in the ſaid A. B. C. D. &c. and their heirs, to the uſes, intents and purpoſes hereafter ſpecified, Hath given; granted, enfeoffed and confirmed, and by, &c. unto the ſaid A. B. C. D. &c. their heirs and aſſignes for ever all that the mannors, capital meſſuage, and farme of B. in &c. with the rights, members, and appurtenances thereof; and all that the advouſon, patronage and gift of the pariſh-Church of B. and all and all manner of houſes, edifices, dove-houſes, &c. and all thoſe thirteen meſſuages or tenements, &c. and all ſhops, ſeller,



sellers, sollers, &c. and all other the messuages,  
 lands, tenements, reversions, services and heredita-  
 ments whatsoever, which he the said I. W. standeth  
 seized of any estate of inheritance, within the Count-  
 ties of, &c. aforesaid; or elsewhere within the Com-  
 mon-wealth of England; and the reversion and re-  
 versions, remainder and remainders of all and singu-  
 lar the said premisses, and all rents and yearly profits  
 reserved, due or payable by or upon any demise, lease  
 or grant, demises, leases or grants made of the said pre-  
 misses; or any part thereof, and all the estate, right,  
 title, interest, claim and demand whatsoever, of him  
 the said I. W. of, in and to the said premisses, and e-  
 very or any part or parcel thereof, and also all such  
 deeds, charters, &c. to have and to hold the said  
 mannor, messuages, farmes, tenements, & rectory, and  
 all and singular other the premisses before by these  
 presents granted or mentioned, meant or intended to  
 be granted, with their and every of their appurtenan-  
 ces, unto the said A. B. C. D. &c. their heirs & assignes  
 for ever. To the uses, intents, and purposes hereafter  
 in these presents limited, expressed and declared, and to  
 none other use, intent or purpose (that is to say,) as for,  
 touching and concerning the said Mannor, capi-  
 tal messuage and farme of Burnet, and all lands,  
 meddows, pastures, &c. And the said rectory and  
 parsonage of *Ehuton* alias *Chewton*, with the rights,  
 members and appurtenances thereof, and all and  
 all manner of tithes of corne, hay and wool, and all  
 obligations, obventions, profits, commodities and he-  
 reditaments whatsoever, coming, growing, yearly re-  
 newing, or happening in *Chewton* aforesaid or else-  
 where, to the said rectory or parsonage belonging, or  
 in any wise appertaining, and the said messuage or  
 tenement, &c. and the said three messuages or te-  
 nements, &c. and all sellers, sollers, houses, &c. and

the reversion and reversions thereof, &c. and all rents  
 & services thereunto belonging, or in any wise apper-  
 taining, to the use and behoof of I. W. and his as-  
 signes, for and during the term of the natural life of  
 the said I. W. without impeachment of, or for any  
 manner of waste, and after the decease of the said  
 I. W. then to the only use and behoof of the said Ra-  
 chel, for and during the term of her natural life, for  
 and in the name of her joynture, and in full recom-  
 pence of her dower and title of dower which she the  
 said Rachel shall or may have, or to the lands, re-  
 ments and hereditaments of the said I. W. and af-  
 ter the decease of the said I. W. and Rachel, then to  
 the use and behoof of the heirs of the body of the said  
 I. W. lawfully begotten or to be begotten, and for de-  
 fault of such issue to the use and behoof of the said A.  
 B. C. D. &c. their heirs and assignes for ever, upon this  
 hope, trust and confidence nevertheless in them reposed,  
 by the said I. W. that they the said A. B. C. D. &c. and  
 the survivors and survivor of them, and his and their  
 heirs and assignes, shall at all times after the ending  
 of the said estates of the said I. W. and Rachel his  
 wife, of and in the said manner and premises to  
 them above limited, make such grants and convey-  
 ances of the same, and dispose, distribute and employ  
 the rents, issues and profits thereof, to such person  
 and persons, and in such manner and forme as the  
 said I. W. by his last Will and testament in writing,  
 (by him) to be subscribed with his own hand, and  
 sealed with his seal in the presence of three or more  
 witnesses, or by any other writing, to be by him sub-  
 scribed and sealed in the presence of so many wit-  
 nes, as aforesaid, shall nominate, declare or appoint  
 and for and in default of such nomination or appoint-  
 ment, then that the persons trusted, and the survivor  
 and survivor of them, his and their heirs and assignes

shall convey and assure the said mannor and premises, to and on the right heirs of the said I. W. for ever, and as for, touching and concerning all other the said messuages, lands, tenements and premises residue with the appurtenances, whereof no use is before by these presents limited or declared, To the use and behoof of the said I. W. and of the heirs of his body, lawfully begotten and to be begotten, and for default of such issue, to the use and behoof of the said A. B. C. D. &c. their heirs and assignes for ever, upon the like hope, trust and confidence in them reposed, that they the said persons trusted, and the survivors and survivor of them, and his and their heirs and assignes, at all times, from and after such time as the said I. W. shall be dead, without heire of his body, shall make such grants and estates of the said lands and premises, residue, &c. or any part or parts thereof, and distribute, dispose and imploy the rents, issues and profits thereof, to such person and persons, and in such manner and forme as the said I. W. by his last Will and Testament in writing, to be by him subscribed with his own hand, and sealed in the presence of three or more witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many witnesses, as aforesaid, shall nominate, declare, limit and appoint, and for and in default of such nomination or appointment, then that the said person and persons trusted, and the survivors and survivor of them, his and their heirs and assignes, shall convey and assure the same lands and premises, residue with the appurtenances to and upon the right heirs of the said I. W. for ever. Provided always, and it is fully and plainly covenanted, concluded and agreed, by and between the said Parties to these presents, for them, their heirs and assignes, that it shall be lawful to and for the said John W. and that

the said I. W. shall have full power and authority from time to time, and at all times hereafter, at his will and pleasure, by his deed or deeds in writing, to demise, grant, and to farme let, all or any the said mannor, messuages, lands, tenements and hereditaments, and every or any part or parts thereof, as well in possession as in reversion, or in possession or in reversion, unto any person or persons for one, two or three lives, or for any number of years whatsoever, by and under such rents, reservations, covenants, conditions, limitations and agreements as to him shall seem meet, or without any rent, reservation or condition at his will and pleasure; and that when and as often as any such demise, grant or lease shall be so made by the said I. W. of the premisses, or any part or parts thereof, the said Parties trusted, and every of them, and the survivors and survivor of them, and every of them, and his and their heirs and assigns shall stand and be seized of such part, parts and parcels of the said mannor, messuages, farmes, tenements, rectory and premisses, as shall be so demised, leased or granted, immediately from and after every such demise, lease or grant made, To the use and behoof of every such person & persons, to whom any such lease, demise or grant shall be so made, and of their executors, administrators and assigns respectively, only for and during the continuance of the estate and estates, term and terms, interest and interests, to be limited and expressed, in such lease, demise or grant, under such rents, reservations, condition and conditions, limitation and limitations, as in or by such leases, demises or grants shall be limited, expressed or contained respectively, according to the intent, purport and true meaning of every such demise, grant and limitation, And of the reversion and reversions, rents and services reserved, and depend-

ing upon the same leases and grants, and also after the end and expiration of every such demise, lease and limitation to be made, and as the same shall respectively end and determine, then from time to time of all and every such part and parts of the premisses, as shall be so demised, leased or limited, as aforesaid, To the use of such person and persons, and in such manner and forme, and of such estate and estates, with such remainder and remainders over, as are before, herein and hereby limited, appointed and declared, and to none other use, intent, or purpose. Provided likewise, and it is further covenanted, concluded, condescended unto and agreed by and between the said Parties to these presents, that if the said I. W. do and shall at any time or times hereafter, in or by any writing under his seale, and by him subscribed with his hand in the presence of three or more witnesses, signifie and declare, that he is minded to alter, change, revoke, determine, frustrate or make void all or any of the uses or estates hereby made, limited or appointed, that then and from thenceforth all and every such use and uses, estate and estates, whereof or concerning which he shall so signifie or declare his said mind as aforesaid, shall respectively be frustrated, void, revoked, determined, and of no force or effect, only of, for and concerning all such and so much of the said mannor, rectory, farmes, lands and premisses, before herein mentioned, whereof he the said I. W. shall so signifie and declare his mind as aforesaid, and then and from thenceforth this present feoffment and grant shall euure and be, and the said A. B. C. D. &c. and their heirs shall stand, and be seized of, for and concerning all such and so much of the said mannors, lands and premisses, whereof or concerning which he the said I. W. shall so signifie and declare his mind as aforesaid, to the only use of

such person and persons, and of and for such estate and estates, and with such remainder and remainders ther<sup>e</sup> over, and for, upon and under such conditions and provisos, and in such manner and forme as the said I. W. shall by any such writing or writings, by him to be subscribed and sealed as aforesaid, limit or appoint any thing in these presents contained, or any other matter or cause to the contrary thereof, in any wise notwithstanding. In witness, &c.

*Nota.*

This precedent deed was executed with livery and seisin, and attornment, the livery being severally made in the several Counties aforesaid.

The Donor made his Will, and thereby devised to the Major and Commonalty of B. several annuities to be issuing out of the lands granted by the precedent, and appointed the same to be employed to charitable uses, and constituted Rachel his wife Executrix, and died without issue.

*The Executrix proved his Will.*

**T**HE Sisters and Sisters children of the Donor, (as heirs at law) question the validity of the deed, whereupon the Major, Commonalty and Feoffees in trust, exhibit their Bill in Chancery against the co-heirs and Executrix, and afterwards the matter coming to hearing, by decree the deed and uses are confirmed.

*A Condition to pay money weekly.*

**T**HE condition, &c. that if the within bound A. B. C. D. E. F. and G. H. or any of them, or the executors, administrators or assignes of them or any of them, do truly pay or cause to be paid to the within named M. P. and L. G. or either of them, or to the executors, administrators or assignes of them, or



either of them, at or in the, &c. the summe of 2<sup>p</sup>. of 8 c. in manner and forme following, that is to say, every week weekly on the Saturday in every weeke, one next & consequently ensuing another, the summe of two shillings, until the said summe of 4<sup>l</sup>. shall be fully satisfied and paid, the first payment thereof to begin and to be made on Saturday next, being the twentieth day of this instant month of September, within written, that then, &c. but if default shall be made of or in any of the payments, &c. that then, &c.

*A Condition to pay a summe of money, and three years payments given.*

**T**He Condition, &c. that if the above bound I. W. his executors, administrators or assignes, or any of them, do truly pay or cause to be paid to the above named I. P. his executors, administrators or assignes, the summe of 7 l. and 10 sh. of good and lawful money of England, at or in the, &c. in manner and forme following, that is to say, on the third day of Jan. which shall be in the year of our Lord, 1632. 50 sh. thereof, on the third day of January, which shall be in, &c. 1633. 50 sh. more thereof, and on the third day of January, which shall be in, &c. 1634. 50 sh. residue of the said summe of 7 l. 10 sh. without fraud or delay, that then this, &c. but if default shall be made of or in any of the said payments in part or in all, then this, &c.

*A Condition to performe Covenants in a Lease, and not to seek for a new Lease from the chief Landlord.*

**T**He Condition, &c. that whereas the within named M. H. by her Indenture of Lease, bearing

date the day of the date within written, hath leased unto the within bound E. M. part of a messuage or tenement called the *Peter and Paul*, situate in *Pater noster Row*, in the parish of *St. Michael at Querne* in *London*, from the Feast of the Nativity of *St. John Baptist* last past, before the date within written, for the term of twenty one years, as by the said Indenture of Lease may appear, if therefore the said E. M. his executors, administrators and assigns, and every of them, do well and truly observe, perform, fulfil and keep, all and singular the covenants, grants, articles, conditions and agreements, specified and declared in the said Indenture of Lease, which on his and their parts, are or ought to be observed, performed, fulfilled and kept in and by all things, according to the tenor, purport, effect and true meaning of the said Indenture: And further if the said E. M. his executors, administrators nor assigns, nor any other person or persons whatsoever, for him or them, or by him or their, or any of their means, occasion or procurement, do directly or indirectly procure, get or obtain or endeavour or go about to procure, get or obtain any lease or grant from the Major Commonalty, and Citizens of the city of *London*, of the said messuage or tenement, or any part thereof, or of that part of the said messuage or tenement, which the said M. H. hath leased unto the said E. M. that then, &c. or else, &c.

*A Collateral Condition.*

**T**He Condition, &c. that whereas A. B. and C. D. Citizens and Drapers of *London*, by one obligation of the date within written, are and stand jointly and severally bound to the within named E. F. in 100 l. of, &c. with condition for the payment of 52 l. on the, &c. at or in the, &c. as by the, &c. and

and if in case the said A. B. and C. D. and either of them, and either of their executors, administrators and assignes, shall make default of and in the payment of the said summe of  $\text{£} 2 \text{ l.}$  to the said, &c. his executors and assignes on the day, and at the place of payment thereof aforesaid, if then the within bound L. M. his executors or administrators, do well and truly pay, or cause to be paid unto the said, &c. the said summe of  $\text{£} 2 \text{ l.}$  within the space of eight days, next after such default of payment made as aforesaid, he the said E. F. his executors or administrators, upon the receipt thereof, delivering unto the said L. M. his executors or assignes, the above recited obligation uncanceled and undischarged, together with an irrevocable, absolute and sufficient letter of Attourney or assignment thereof, unto the said L. M. his executors and assignes, by and from the said E. F. his executors and assignes, and sealed and delivered in due forme of law, before two or three sufficient witnesses at the least, that then, &c. or else, &c.

*A Collateral Covenant to the same effect.*

TO all people to whom this present writing shall come, A. B. of, &c. sendeth greeting, whereas F. W. of &c. Hath at the special instance and request of the said A. B. taken and accepted of one obligation of the date hereof, wherein M. N. O. P. and Q. R. their executors, administrators and assignes stand joyntly and severally bound unto the said F. W. in the summe of, &c. with condition, there or indorsed for the payment of, &c. at or in the, &c. as by the said obligation and condition, may more plainly appear. Now know ye that the said A. B. doth for himself, his executors, administrators and assignes, covenant, promise and grant to and with the said F. W. his executors and assignes by these presents, that

that if the said M. N. O. P. and Q. R. their executor., administrators and assignes, and every of them shall make default of and in the payment of the said summe of, &c. unto the said F. W. his executors and assignes on the day, and at the place aforesaid, that then he the said A. B. his executors, administrators or assignes, shall and will well and truly pay or cause to be paid to the said F. W. his executors or assignes the said summe of, &c. on the, &c. next coming after the date hereof, at or in the place, &c. without fraud or delay. He the said F. W. his executors or assignes, upon payment thereof, delivering to the said A. B. his executors or assignes, the above recited obligation, safe, whole, uncanceled and undischarged, together with a sufficient and absolute assignment thereof, or letter of Attorney irrevocable in due forme of law, to be made sealed and delivered, by the said F. W. his executors or assignes, before two or three sufficient witnesses at the least. In witness, &c.

*A Condition to erect a Barn.*

**T**He condition, &c. That if the within bound T. S. his executors, administrators or assignes, do at or before the Feast-day of, &c. next coming after the date within written, at his and their own proper costs and charges, well workman-like and sufficiently make, build, erect, set up, and fully finish or cause to be made, &c. (in all things belonging to the art or trade of a Carpenter) in and upon one piece of ground, now in the occupation of, &c. one new Barne with twelve severall bays or rooms in the same, of good, new and seasonable timber, and one strong door with 4 windows to the same, and the said Barn to contain in length 16 foot of assize, & in breadth 12 foot,

foot and in height 18 foot of assize at the least, and also do at or before the said Feast-day of, &c. make, or cause to be made, at his and their like costs and charges, within the said Barne so to be builded and set up, the one half or moyety thereof meet and convenient for a stable roome, and a sufficient floore for the same moyty, upon the main ground, with good, new and seasonable planks of Oaken timber, together with racks and mangers, sufficient and convenient for the same, and do also to the other moyty of the same bays or rooms make one substantial floore of seasonable boards, and do likewise at his and their like costs and charges, find and allow all such wayles, as shall be needful to be spent and occupied in and about the erecting, setting up and finishing of the same Barne and stable with floores, racks, mangers, doors, windows and plancks (except if any be excepted) that then, &c. (or you may proceed thus) And the within named D. E. in consideration of the premises, is to pay unto the said T. S. his executors or assignes 20 l. 10 sh. of, &c. in forme following, viz. at the sealing hereof, 6 l. 8 sh. 4 d. thereof, which he hath paid accordingly on the, &c. and at the fully finishing of the same Barne as aforesaid, other &c. in full payment of the said summe of, &c. that then, &c.

*A Condition, that whereas A. B. hath delivered a Bond and a Letter of Atturney to C. D. to recover a debt of, &c. the said C. D. is bound to re-deliver the Bond or the money.*

**T**HE Condition, that whereas the within bound C. D. the day of the date within written, hath received and had of the within named A. B. one Bond or Obligation, bearing date, &c. (and so recite the Bond)

Bond) as by the said Obligation and Condition may more plainly appear, which said Bond or Obligation, together with one other writing or letter of Attorney of the date within written, the said A. B. hath delivered to the said C. D. in trust only for the recovery and receiving of the said debt of, &c. mentioned in the condition of the said obligation, together with costs, damages and reasonable interest, if any shall be, of and from the said, &c. his executors or administrators, if therefore that the said C. D. his executors, administrators or assigns, do at any time hereafter, within the space of one whole year next coming after the date within written; either well and truly pay or cause to be paid to the said A. B. his executors or assigns the full summe of, &c. at or in the, &c. or otherwise re-deliver, or cause to be re-delivered to the said A. B. his executors or assigns, the said Obligation or Bond, and the said letter of Attorney, safe, whole, uncanceled and undischarged, and in as good condition as he received them, or either of them, (the perils or dangers of the seas, and Pirates only excepted,) within the time and space before limited, that then, &c. or else, &c.

*A Condition to pay a summe of money, at ones return from beyond sea.*

THE Condition, &c. that whereas the within named A. B. the day of the date within written, hath paid and delivered unto the within bound C. D. the summe of, &c. which said summe the said A. B. is contented, that the said C. D. shall imploy and adventure in a voyage, wherein the said C. D. is bound in the good ship called the, &c. unto the *East-Indies*, upon condition that the said C. D. his executors, administrators or assigns, shall truly pay or cause to be



he paid unto the said A. B. his executors or assignes, the full summe of, &c. at the return of the said C. D. and the said ship, or either of them, which shall first and next happen from the *East-Indies* aforesaid, into the Realme of *England*, if therefore the said C. D. his executors, administrators or assignes, do or shall within one moneth, next after the returne either of himself or of the said ship, called the, &c, from the *East-Indies* aforesaid into the Realme of *England*, well and truly pay or cause to be paid to the said A. B. his executors or assignes, the said summe of, &c. of like lawful money of *England*, without fraud or delay, that then, &c. or else, &c.

*A Condition for delivery of wool.*

THE Condition, &c. that whereas the within bound A. B. for the summe of, &c. to him by the within named C. D. in hand, at the sealing of this Obligation truly paid, whereof he the said A. B. acknowledgeth the receipt, hath bargained and sold to the said C. D. one hundred todd of merchantable wool, good and lawful, viz. at the rate and price of 10 sh. the todd, if therefore the said A. B. his executors, &c. do well and truly deliver, or cause to be delivered unto the said C. D. his executors, &c. all the said one hundred todds of wool, sorted and packed by an indifferent sworne wool-packer, franck and free at the ware-house of, &c. on or before, &c. without any delay, that then, &c.

*Another Condition to deliver certain Todds of wool.*

THE Condition, &c. that if the within bound A. B. and C. D. or either of them or the executors, administrators or assignes of them, or either of them do

do well and truly deliver, and cause to be delivered unto the within named E. F. his executors &c. the full number or quantity of fourty Todds of good and merchantable woolls, of the proper sheeps growth of them the said A. B. and C. D. well washed and dried, and wrought by a sworne woolman, without cot, comb, gare or refuge, and to be weighed by the Todd, accompting and allowing eight and twenty pound weight of wool, with a reasonable list to every Todd on or before the, &c. next ensuing, the date within written, at or within the, &c. frank and free of all manner of costs, charges and payments, there to be demanded, without fraud or delay, that then &c. or else, &c.

*A Condition for the delivery of Cow-hides.*

**T**HE Condition, &c. that if the above bound E. F. his executors, administrators or assignes, or any of them do truly deliver, or cause to be delivered to the above named O. H. his executors, administrators, or assignes, at or in *Leaden-hall* yard London, at or before the, &c. next coming, after the date above written, nineteen Cow-hides, and one Steer-hide well tanned, and is good merchantable ware, as is usually sold in *Leaden-hall*-yard aforesaid, which Hides the said G. H. before the ensealing hereof, hath delivered to the said E. F. to be tanned as aforesaid, and is to pay upon the full delivery of them to the said E. F. his executors or assignes, for tanning of the same Hides, the summe of 3 l. 6 sh. 8 d. of lawful money of England, that then &c. or else, &c.

*A Condition for delivery of Barley.*

**T**HE Condition, &c. that if the within bound A. B. his executors, administrators or assigns, or any of them do well and truly deliver, or cause to be delivered to the within named C. D. his executors, administrators or assigns, at his Barne doore, scitume, &c. 22 quarters of good, sweet, dry and merchantable barley in forme following, viz. 12 quarters on or before the, &c. and on and before, &c. the other ten quarters in full of the said 22 quarters, frank and free from all charges whatsoever, that then, &c. or else, &c.

*A Condition to make an assurance by a day.*

**T**HE Condition, &c. that if the within bound A. B. his heirs, executors and administrators, do before the twentieth day of *May* next coming after the date within written, make or cause to be made unto the within named C. D. and to his heirs and assigns, such a good, sure, sufficient and indefeazible estate of inheritance in the law, to the only use, &c. behoof of the said C. D. his heirs & assigns for ever or to the use of such person and his heirs and assigns for ever, as he the said C. D. shall then name and appoint, of and in all that messuage, &c. (as the bounds thereof are known) by deeds and evidences sufficient in the law, or by fine and recovery if need shall be or require, or by any other sure and lawful means, as by the said C. D. or his heirs, or by the assigns of him or them, or by their or any of their counsel learned in the law, shall be reasonably advised, devised or required, and also if the same messuages, &c. now are and be, and so from, &c. for ever shall remain, continue and

do well and truly deliver, and cause to be delivered unto the within named E. F. his executors &c. the full number or quantity of fourty Todds of good and merchantable wools, of the proper sheeps growth of them the said A. B. and C. D. well washed and dried, and wrought by a sworne woolman, without cot, comb, gare or refuge, and to be weighed by the Todd, accompting and allowing eight and twenty pound weight of wool, with a reasonable list to every Todd on or before the, &c. next ensuing, the date within written, at or within the, &c. frank and free of all manner of costs, charges and payments, there to be demanded, without fraud or delay, that then &c. or else, &c.

*A Condition for the delivery of Cow-hides.*

**T**HE Condition, &c. that if the above bound E. F. his executors, administrators or assignes, or any of them do truly deliver, or cause to be delivered to the above named O. H. his executors, administrators, or assignes, at or in *Leaden-hall* yard *London*, at or before the, &c. next coming after the date above written, nineteen Cow-hides, and one Steer-hide well tanned, and as good merchantable ware, as is usually sold in *Leaden-hall*-yard aforesaid, which Hides the said G. H. before the ensealing hereof, hath delivered to the said E. F. to be tanned as aforesaid, and is to pay upon the full delivery of them to the said E. F. his executors or assignes, for tanning of the same Hides, the summe of 3 l. 6 sh. 8 d. of lawful money of *England*, that then &c. or else, &c.

*A Condition for delivery of Barley.*

**T**He Condition, &c. that if the within bound A. B. his executors, administrators or assigns, or any of them do well and truly deliver, or cause to be delivered to the within named C. D. his executors, administrators or assigns, at his Barne doore, scitumie, &c. 22 quarters of good, sweet, dry and merchantable barley in forme following, viz. 12 quarters on or before the, &c. and on and before, &c. the other ten quarters in full of the said 22 quarters, frank and free from all charges whatsoever, that then, &c. or else, &c.

*A Condition to make an assurance by a day.*

**T**He Condition, &c. that if the within bound A. B. his heirs, executors and administrators, do before the twentieth day of May next coming after the date within written, make or cause to be made unto the within named C. D. and to his heirs and assigns, such a good, sure, sufficient and indefeazible estate of inheritance in the law, to the only use & behoof of the said C. D. his heirs & assigns for ever or to the use of such person and his heirs and assigns for ever, as he the said C. D. shall then name and appoint, of and in all that messuage, &c. (as the bounds thereof are known) by deeds and evidences sufficient in the law, or by fine and recovery if need shall be or require, or by any other sure and lawful means, as by the said C. D. or his heirs, or by the assigns of him or them, or by their or any of their counsel learned in the law, shall be reasonably advised, devised or required, and also if the same messuages, &c. now are and be, and so from, &c. for ever shall remain, continue and

and be unto the said C. D. his heirs and assignes, or to such other person as he the said C. D. shall name and appoint, and his heirs and assignes, free, cleare and clearly acquitted, exonerated and discharged, or otherwise upon request sufficiently saved and kept harmelesse, of and from all and all manner of former and other bargains, sales, leases, gifts, grants, surrenders and incumbrances whatsoever, (if need be you may proceed further,) and also if the said A. B. his heirs, &c. do at all times hereafter and from time to time, from and after the said, &c. for and during the space of ten years, upon reasonable request to be made by the said C. D. his heirs or assignes, do make, knowledge and execute, and suffer to be done and executed, all such further act and acts, thing and things, devise and devises, for the better assuring and conveying of the premises unto the said C. D. his heirs and assignes as aforesaid, be it by fine, feoffment, deed or deeds, inrolled or not inrolled, recovery, release, or by any other ways or means whatsoever, with warranty against the said A. B. his heirs and assignes, and all others claiming by, from or under him, them or any of them, or otherwise without warranty, as by the said C. D. his heirs or assignes, or by his or their Council learned at his and their own proper costs and charges in the law shall be reasonably devised and required, that then, &c. or else, &c.

*A Condition for the renewing of a Lease, when the Leasor, shall come to the age of twenty one years.*

**T**He Condition, &c. that whereas the within bound R. R. and E. his wife, late wife of the within named T. W. by deed indented, bearing date, &c. have



have demised; granted and to saume letten unto the within named I. W. and A. P. all those Coppichold or Customary messuages, lands, tenements, meddows, leasoes, pastures, commons, woods, underwoods and hereditaments commonly called or known by the several and proper names of, &c. or any of them, or by any other name or names, situate, lying and being within the mannor or Lordship, and parish of *Woodford* in the County of *Essex*, which were at the time of the decease of the said T. W. in the tenure or occupation of G. H. or his assignes, To have and to hold from the, &c. last past, before the date thereof, unto the end and term of fourty years, from thence next ensuing, & fully to be compleat and ended, if the said E. shall happen so long to live, by the yearly rent of, &c. as by the laid deed indented amongst other things, covenants, grants and articles therein contained, whereunto relation being had, more at large it may appear: if therefore the said R. R. and E. his wife, within one half year, next after that the said E. shall come to and accomplish her full age of 21 years, upon reasonable request made by the said I. and A. or either of them, their executors or assignes at the now, &c. and at the only costs and charges for writing, or otherwise of the said I. and A. their executors and assignes, shall make and seal, and as their deeds deliver unto the said I. W. and A. P. their executors or assignes, one indenture of Lease, of all and singular the said Coppichold or Customary messuages, lands, tenements and hereditaments, before by the said deed indented, demised, and of every part and parcel thereof, and which indenture so to be made, sealed and delivered, shall in all things, and in every covenant, grant and article of the same, agree *verbatim* with the said deed indented, which beareth the date within written, and not otherwise, save only that after the commencement and be-

ginning of the same, it shall be made to hold and continue the rest of the said term of forty years, which shall be then to come and unexpired, comprized in the said deed indented, which beareth the date within written (*viz.*) to continue the rest of the years, which shall be then to come, and not no other wise, that then, &c. or else, &c.

*A Condition to gather Rents, and to yield an accompt thereof.*

**T**HE Condition, &c. that if the within bound A. B. or his sufficient Deputy, do from henceforth during his natural life, well, truly and entirely lewie, collect and gather all and singular the rents, revenues, emoluments, perquisites of courts, issues and profits whatsoever, of or belonging to the Lordship or manor of, &c. and of all the members and parcels of the same, at the Feasts of, &c. yearly during the said term, and all the same rents, &c. and all the money thereof coming, or hereafter to be coming of the same, and every or any part thereof, well and truly content and pay to the within named C. D. at the Feasts of, &c. yearly, And also do from time to time, as often as he shall be thereunto required, by the said C. D. his heirs, executors or assignes, make, render and deliver to the said C. D. his heirs or assignes, a just, true and perfect accompt of all the same rents, revenues & other the premises; and of all the arrears thereof, (if any be,) do at the end of every such accompt made, make just and true payment to the said C. D. his heirs or assignes; and further do well and truly administer, serve and execute all proccesse to him to be directed from the Steward and officers of the said C. D. his heirs or assignes, concerning the premises, or any part thereof, and moreover do, during

ring all the said terme, demean and behave himselfe, as an honest and true Bayliffe ought to do, that then, &c. or else, &c,

*A Condition of a Deputy rent-gatherer, to give acc-  
compts for the Receipt of Rents.*

**T**He Condition, &c. that whereas the within bound A. B. is retained (to and with the within named R. C.) Renter of the mannor of *Finsbury*, for the Collecting of all the rents, coming and growing out of the mannor of *Finsbury*, in the County of *Middlesex*, and of lands, rents and tenements, belonging to the Major, Aldermen, Commonalty and Citizens of the City of *London*, Farmers of the said mannor, lands, rents & tenements, for term of years yet to come, if therefore the said A. B. do well and truly behave himself in the said room or office of Rentership, for the Collection of the said rents and profits, of the said mannor, rents, lands, &c. and well and truly from time to time collect the said rents, and every part thereof to the hands of the Chamberlain of the City of *London* for the time being, to the use and behoof of the said Major, Aldermen, Commonalty and Citizens of the City of *London*, and make yearly the acc-ompts of the said rents, and of every part thereof in the name of the said R. C. if he then be living, of Record in the chamber of the said City to the office of the same; to whom it doth or shall appertain, to take and ingrosse the same accompt: and also if the said A. B. during the life of the said R. D. do no act or acts, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the said R. C. in and to that office, called the Rentership of *Finsbury*, and further do from time to time, clearly acquit, discharge or save and keep harmlesse the said

R. C. his executors, administrators & assignes, and every of them, against the Maior, Aldermen, Commonalty and Citizens of the City of London, and against all and every person and persons, to whom it may or shall of right in that behalfe belong, that then, &c. or else, &c.

*A Condition to make a true accompt of ones Bayliffeship.*

**T**HE Condition, &c. that whereas Sir H. H. Knight and Barronet, chief Justice of the Common-Pleas, Sir I. D Knight, Chancellor of the Duchy of Lancaster, T. N. Esquire, Surveyor General, do stand and are possessed amongst other things, of the mannor of, &c. for divers years yet to come, upon trust and confidence, and to and for the only use of C. P. have by the commandment and warrant of the said C. P. by deed under his hand and seale, constituted and appointed the within bound H. L. to be Bayliffe of the mannor of *Westham* aforesaid, and Collector of the rents and revenues, perquisites and profits there, during the pleasure of the said C. P. if therfore the said H. L. by himself or his sufficient Deputy or Deputies, his or their executors or assignes, do and shall from time to time, for and during their continuance and exercise of and in the said place or office, demean himself and their selves therein, without voluntary concealment, deceit or fraud towards the said C. P. and do and shall yearly during such his and their continuance and exercise as aforesaid, at the audit and audits to be held and kept for the said C. P. yield and make just and true accompt to and before the said Auditors for the time being, of the said mannor and premisses, and thereupon make payment and satisfaction to the said C. P. his officer or officers, in that behalf

to be authorized and appointed, to and for the said C. P. his use, at or before every such audit or audits, of and for all and every such rents, summe and summes of money, and other issues, revenues, goods, chattels, perquisites and profits, as then shall come to the hands of the said H. L. or his Deputy or Deputies, or as he or they then ought rightly to be charged withal to the said C. P. his use, for or by means or in respect of the said office or place, that then, &c. or else, &c.

*A Condition for payment of a summe of money within three days after request, if the Obligee may not enjoy a Messuage.*

**T**He Condition, &c. That whereas the within bound C. D. by a deed bearing date within written, for the consideration therein, hath assigned and set over unto the within named A. B. one indenture of lease, bearing date, &c. made and granted to him the said A. B. by one, &c. of a messuage or tenement, with th'appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and all his estate, right, title, interest and term of years to come, in and to the same messuage or tenement, and other the premises by the said Lease demised, as by the said poll-deed or writing more at large appeareth, if therefore the said A. B. his, &c. paying the said rent, and performing the covenants and duties in the said Lease contained on the tenants part, from and after the, &c. to be paid and performed, shall not or may not peaceably & quietly have, hold and enjoy the said messuage or tenement, with the appurtenances, for and during all the residue of the said term, without any let, trouble or interruption, of or by the said, &c. then if the said C. D. his executors, &c. do

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with-

within one moneth next after notice thereof to him or them, to be given by him the said A. B. his, &c. well and truly repay or cause, &c. to the said, &c. his executors or assignes, the summe of, &c. of, &c. the said A. B. then also re-delivering and re-assuring unto the said C. D. his executors, &c. the said Indenture of Lease safe and uncanceled, and all his estate, interest and term of years in and to the same, and the premises thereby demised, clearly discharged of all forfeitures, re-entries and incumbrances whatsoever then to be had, made, committed or permitted by the said A. B. his, &c. together with the poll-deed aforesaid, that then, &c. or else, &c.

*A Condition to bring an Inventory into the Prerogative Court by a day.*

**T**He Condition, &c. that if M. H. wife of I. H. while he lived, of the parish of, &c. do make or cause to be made, a true and perfect Inventory, of all and singular the goods, chattels and debts of the said I. H. and the same so made, do exhibit or cause to be exhibited into the Prerogative Court of *Canterbury*, the, &c. and the said goods, chattels and debts do well and truly administer (*viz*) do pay the debts of the said deceased, which he did owe at the time of his decease, as farre as the said goods, debts and chattels will thereunto extend, and as the law will charge her; and further do make or cause to be made, a true and perfect account of and upon the said administration, the second day next after the Feast of, &c. and such part and portion of the said goods, chattels and debts, which shall be found remaining upon her said account, examined and adjudged by the said Prerogative Court of *Canterbury* for the time being, shall distribute and dispose, as by the same Judge shall be limited



mitted and appointed; and if hereafter there shall appear any lawful Testament or last Will made by the said deceased, and the executor or executors therein named do exhibit the same, making request to have the same approved of accordingly; then if the said administratrix, after lawful request to her made, do render and deliver into the said Court the said letter of administration to her committed without delay; and lastly, do at all and every time and times hereafter, clearly acquit, discharge or save harmless, the within named &c. and all other the officers of the said Prerogative Court of *Canterbury*, against all persons having or pretending to have any estate, right, title or interest to the said goods, chattels and debts, that then, &c. or else, &c.

*A Condition never to vex or trouble one hereafter for any former matter.*

**T**He Condition, &c. that if the within bound A. B. his heirs, executors or administrators, or any other person or persons for him or them, or in his or their name or names, or by his or their title, or procurement, or means, do at any time or times hereafter, claim, challenge, demand, vex, sue, molest or trouble the within named C. D. his heirs, executors, administrators or assigns, or any of them, for any of the goods, money, plate or debts, which late were belonging to E. F. of, &c. deceased, or for any other matter, reckoning, cause or accompt, thing or things whatsoever, had, moved, stirred, depending or being between the said A. B. and C. D. before the date within written, that then, &c. or else, &c.

*A Condition for the assurance of mortgaged lands, after default of Redemption.*

**T**He Condition, &c. that whereas the within bound  
 A. B. and C. his wife by their deed indented, bearing the date within written, have given, granted, bargained and sold unto the within named D. E. his heirs and assigns for ever, all that messuage or tenement, with the appurtenances thereunto belonging or in any wise appertaining, upon condition that if the said A. B. his heirs, executors, administrators or assigns or any of them do well and truly pay or cause to be paid unto the said D. E. his executors, administrators or assigns the summe of, &c. that then the aforesaid gift, grant, bargain and sale of the premisses, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said deed indented amongst other things therein contained, more plainly at large appeareth: if therefore the said A. B. his heirs, executors, administrators & assigns, shall make default of or in the payment of the said summe of, &c. on the said, &c. then if the said A. B. and C. his wife, and their heirs, and all and every other person and persons, and their heirs, having or lawfully claiming to have, any lawful right, title or interest, of, in or to the said messuage or tenement, and other the premisses with th'appurtenances, or of, in or to any part or parcel thereof, shall from time to time and at all times, after such default of payment of the said summe of, &c. in form aforesaid had and made, Upon the reasonable request, and at the only costs and charges in the law of the said D. E. his heirs and assigns, further do, cause, make, knowledge and suffer, or cause to be done, made, knowledged and suffered,  
 all

all and every such further lawful and reasonable act and acts, thing and things, devise and devises in the law, be it by fine or fines, deed or deeds, &c. or by all, any, or as many of the said ways or means, as the said D. E. his heirs and assignes, or his or their counsel learned in the law shall be reasonably advised, or devised for the further assurance, sure-making and conveying of the premises, and of every part and parcel thereof, to be had and made sure unto the said D. E. his heirs and assignes for ever, absolutely, without any manner of condition or mortgage, that then, &c. or else, &c.

*A Condition to acknowledge a statute by a day.*

THE Condition, &c. that if the within bound A. B. and one R. L. of, &c. do upon or before, &c. seal and subscribe one recognizance or writing obligatory, to be made according to the forme of the statute lately made and provided for recovery of debts, wherein and whereby the said A. B. and R. L. shall stand bound to the within named T. W. in the summe of, &c. payable at some Feast, soon after the date of the same writing, and the same so sealed and subscribed, do upon or before, &c. in lawful and due manner acknowledge before one of the two chief Justices appointed for the acknowledging of such writings by the statute, or in their absence, out of the term before the Major of the Staple at *Westminster*, and the Recorder of the City of *London* for the time being, & the same so acknowledged and sealed, do deliver or cause to be delivered to the said T. W. at his now dwelling house situate, &c. upon or before the, &c. safe, whole and uncanceled, to the end that a paire of defeazances may be thereupon made, that then, &c. or else, &c.

*A Condition not to meddle with the Executorship  
upon assignment thereof.*

**T**He Condition, &c. that whereas the within bound T. T. hath assigned and committed all his right of executorship, of the Testament and last Will of Sir I. late deceased, unto the within named R. B. and hath fully for his part authorized, licensed and assigned the said R. only to do all and every thing and things, by himself and his assignes, concerning the execution of the said last Will and Testament, Therefore if the said T. T. shall not intermeddle with the administration of any part of the goods and chattels, money, debts or plate of the said Testator, without consent of the said R. his heirs or executors, but shall at all times hereafter, and from time to time permit and suffer the said R. B. his executors and assignes, to administer all such goods, chattels, money, plate and debts, as at the day of the making hereof be in the custody of the said R. B. to be administered, or in the hands or possession of any other person or persons, except such goods, chattels, money and plate, now in the possession and custody of the said T. T. of the said Testators, which is or are to be administered as shall be thought good by the said R. B. And further if the said T. T. his heirs or executors, do not discharge any debts of the said Testators, without the consent of the said R. B. his executors or administrators, nor any action which the said R. B. or his executors shall justly attempt and bring against any person or persons, to or for the recovery of any of the debts, goods and chattels of the said Testator, then, &c. or else, &c.

*A Condition not to do any act as Executor, without consent of his Co-Executor.*

**T**He Condition, &c. that whereas one C. B. late of N. deceased, by her Testament and last Will, named, ordained and constituted the within bound M. B. and the within named N. I. to be Executors of the same her Testament and last Will, as by the same last Will and Testament amongst other things appeareth: if therefore the said M. B. shall not at any time hereafter make or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels, which were the said C. B. the day of her decease, nor shall do or suffer, or cause to be done or suffered, any other act or acts, thing or things, in or about the execution of the said Testament and last Will of the said C. without the consent, assent and agreement of the said N. I. that then, &c. or else, &c.

*A Condition to procure one to seale an acquittance by a day, and to save harmlesse.*

**T**He Condition, &c. that whereas the within named A. B. hath the day of the date within written, paid and delivered to the within bound C. D. for and to the use of L. O. now Resident in France, in the parts beyond the seas, the summe of, &c. if therefore the said C. D. his executors or administrators shall and do before the, &c. cause and procure the said L. O. to seale and deliver as his deed to the use of the said A. B. his executors and administrators, in the presence of two or three sufficient and credible witnesses, a sufficient and lawful acquittance, testifying the receipt of the said summe of, &c. and also if the said C. D. his executors administrators, or assignes, do deliver or cause to be delivered to the said

said A. B. his executors or administrators, at or in the, &c. the same acquittance sealed and delivered as aforesaid, and certified under the hands of the same witnesses, whole, uncanceled and undefaced, at or before, &c. and also do in the mean time save and keep harmlesse the said A. B. his heirs, executors and administrators and every of them, and all and every of his and their lands, tenements, goods and chattels, and every part thereof, against the said L. O. his executors, administrators and assigns, and every of them, of and for the same summe of, &c. and every part thereof, and of and from all actions, suits, costs, charges, damages and demands, for or concerning the same, and every or any part thereof, that then, &c. or else, &c.

*A Condition to acknowledge satisfaction of a judgement.*

**T**He Condition, &c. that whereas the within bound A. B. in M. term now last past, hath obtained against the within named L. O. in the Court commonly called, &c. a judgement in an action of debt, as by the Records in the said Court remaining, &c. if therefore the said A. B. do in *Easter*-term now next ensuing, at the costs and charges of the said L. O. cause satisfaction to be acknowledged and entered upon Record, in full discharge of the same judgement, that then, &c. or else, &c.

*A Condition to procure two to seale releases for legacies, and to save harmlesse.*

**T**He Condition, &c. that whereas R. B. late Citizen and Haberdasher of London, and brother to the above bound W. B. in and by his last Will and Te-



Testament, did give and bequeath unto W. B. and F. B. sonnes of the aforesaid W. B. their father, 40 l. apeece legacies to be paid, as in and by the said last Will and Testament of the said R. more at large appeareth: and whereas also the above named M. H. the now husband of R. the late widow and executrix of the said R. B. before the ensealing hereof, at the earnest request and desire of the said W. B. the father, hath paid unto the said W. to and for the use and behoof of the said W. and F. his sonnes, the said legacies of 40 l. apeece in lawful English money, the receipt whereof the said W. B. the father, doth hereby acknowledge and confesse: if therefore the said W. B. the father, or the above bound T. D. and W. F. or any of them, their or any of their executors, administrators or assignes within twenty eight days, next after that the said W. and F. B. sonnes of the said W. B. the father, shall severally attain their several ages of 21 years, shall give and deliver unto M. H. his executors, administrators or assignes, good, lawful and sufficient releases or acquittances, under the hands and seales of the said W. and F. the sonnes of the said W. of and for the said legacies of 40 l. or else do in the mean time, and also at all times afterwards acquit and discharge, or else save and keep harmlesse and indemnified the said M. H. his executors and administrators, from and against the said W. and F. B. the sonnes, of and for the said legacies, and also of and from all actions, suits, troubles, costs, charges and damages, that shall be commenced, prosecuted or any way happen to or against the said M. H. his executors, administrators or assignes, for or concerning the said legacies by the said W. and F. or either of them, or any other person. for, by or under them, or either of them, that then, &c. or else, &c.

*A Condition that a woman shall release her dower*

**T**HE Condition, &c. that if L. O. of W. widow, late wife of T. O. of, &c. do before the &c. by her writing under her hand and seale, remit, release, and quit-claim unto the within named R. O. such estate, right, title, interest, claim and demand whatsoever, which she the said L. O. hath, may, might, should or of right ought to have, in or to all or any part of the lands, tenements and hereditaments, which were the inheritance of the said T. O. her husband deceased, or any part thereof, for or by reason of her dower, or of any joynture heretofore made, or by reason of any other right, title or means whatsoever, at any time before the date hereof, come, grown or accrued: and also if the said within bound A. B. his executors, administrators or assignes do before the, &c. leave and deliver, or cause to be left and delivered, to and for the said R. O. at, &c. the said writing or release sealed and delivered as aforesaid, being certified under the hands of two or three sufficient witnesses, safe, whole, uncanceled and undefaced, that then, &c. or else, &c.

*A Condition to suffer a mans wife to make her Will.*

**T**HE Condition, &c. that whereas the within bound A. B. shall shortly by Gods grace, marry and take to wife C. D. late the wife of E. F. deceased, and by reason and means of the said marriage, he the said A. B. shall be greatly preferred and advanced in substance and riches, in consideration whereof, if so be that the said A. B. after marriage had and solemnized, between him and the said C. D. do quietly permit and suffer the said C. D. (if she fortune to decease before

fore the said A. B.) to declare and make her Will in writing, or otherwise by word of mouth, and in the same to give, will and bequeath, or otherwise to assigne and dispose of, at her free-wil and pleasure, to & amongst her kindred, friends and acquaintance, or to any of them, or to any other person or persons, as to her shall be thought meet and convenient, the summe of, &c. of, &c. And further if the said A. B. his executors, administrators or assignes, or any of them, upon reasonable request to him, them or any of them to be made, by any such person or persons, to whom the said C. D. shall so give and bequeath any such summe or summes of money, extending no further then to the said summe or value of, &c. as is aforesaid, do well and truly pay or cause to be paid, all and every the said severall summe and summes of money, gifts and bequests so to be given and bequeathed by the said C. D. and in such manner as shall be by her appointed, that then, &c. or else, &c.

*A Condition to marry one by a day, or else pay a summe of money.*

**T**HE Condition, &c. that if the within bound A. B. do on or before the, &c. of, &c. lawfully espouse, marry and take to wife one E. K. the daughter of, &c. if she the said E. will thereunto assent and agree, and the Ecclesiastical laws permit and suffer the same: but in case it shall happen the said E. K. and A. B. or either of them to die or decease before such marriage had and solemnized as aforesaid, then if the said A. B. his executors, administrators and assignes, do well and truly pay, &c. to the said E. K. her executors or assignes the summe of, &c. on, &c. at, &c. that then, &c. or else, &c.

*A Condition to be true Prisoner.*

**T**HE Condition, &c. that if I. H. Merchant of *St. Lucas*, which now is in the prison of the Common-wealth of England, under keeping of the Sheriffe within written, as well by reason of a writ of, &c. of the Statute of the Staple, containing the summe of, &c. as also for certain other actions, causes and suits on the behalf of R. S. &c. moved and commenced, be from henceforth true and faithful Prisoner, carrying and remaining with the said Sheriffe and his Deputies, till the same I. H. be fully discharged and acquitted of the said actions, and then content and pay to the said Sheriffe, &c. all and singular costs, charges, fees and other duties, in such cases heretofore accustomed to be paid, that then, &c. or else, &c.

*A Condition to save harmlesse for being bound for the appearance of a man.*

**T**HE Condition, &c. that whereas the within named O. P. at the special instance, request and desire of the within bound Sir E. G. by one obligation bearing the date within written, standeth bound joyntly and severally with the said Sir E. G. and the within bound A. M. unto R. H. and H. H. Sheriffs of the City of London, in the summe of, &c. of, &c. with a condition there-under written, for the appearance of the said Sir E. G. before the Justices of the Cour of Common-pleas at *Westminster*, on, &c. next, &c. to answer to C. G. of a plea of trespassse, as by the same obligation and condition thereof more at large appeareth, if therefore the said Sir E. G. do according to the tenor and true meaning of the obligation

tion, and condition above recited, appear before the said Justices of the said Court, &c. on the day in and by the condition of the said obligation limited and appointed for his appearance, to answer unto the said C. G. of a plea of trespassse: And also if the said Sir E. G. his executors and administrators, and every of them do from time to time, and at all times hereafter, freely and clearly acquit, discharge, or save and keep harmlesse the said G. P. his heirs, &c. and his and their goods, and every of them against the said Sheriffe of the City of London, and against all other persons whatsoever, of and for the said obligation, and condition above recited, and penalty in the said obligation contained, and every part and parcel thereof, and of and from all actions, suits, judgements, executions, condemnations, damages and demands, touching or concerning the same, that then, &c. or else, &c.

*A Condition wherein the Factor is truly bound to serve the Merchant and no other.*

THE Condition, &c. that if the within bound I. O. do from the day of the date within written, unto the end and term of foure years from thence next ensuing, and fully to be compleat and ended, well, truly and faithfully serve the within named L. S. & his assignes in the trade and traffique of merchandizes, as well in this Realme of England, as in any other parts beyond the seas; and also if the said I. O. at all times hereafter, and from time to time during the said term of foure years, upon the reasonable request of the said L. S. his executors, administrators or assignes to be made to the said I. O. do make, yield and deliver unto the said L. S. and his assignes, as from any other person or persons, by his or their assignes, notes and rest of all such summe and summes of money, as shall

appear upon the foot of every such accompt or reckoning, as shall be so yielded, made and delivered by the said I. O. to the said L. S. his executors, administrators or assignes, in forme aforesaid; and further, if the said I. O. at any time hereafter, during the said term of foure years, as the said I. O. shall be Factor, Doer or Agent for the said L. S. and his assignes by any manner of ways or means, do not trafficke or merchandize, or do the affairs or businesse of any manner of person or persons whatsoever, other then the said L. S. and his assignes, without the special licence, consent, will, knowledge and agreement of the said L. S. his executors, administrators or assignes, thereunto first had and obtained in writing, under his and their hand and seale, that then, &c. or else, &c.

*A Condition to pay use for Orphanage or Legacie-money belonging to Orphants.*

**T**He Condition, &c. whereas the within bound A. B. and C. D. on the day of the date within written, have in their hands, possession and custody the summe of, &c. of, &c. being Orphanage or legacie-money, appertaining unto E. F. and G. H. Children and Orphants of I. K. late Citizen and Grocer of London deceased, for the sure payment whereof at such time or times, as the said Orphants shall be severally capable of their severall portions, according to the custome of the City of London, or according to the days and times limited in the Testament and last Will of the said I. K. father of the said E. F. and G. H. the said A. B. and C. D. with other sureties, stand obliged and bounden by recognizance, taken and acknowledged in the Orphants Court of the City of London, to the Chamberlain of the said City for the



the time being, in certain competent penalty or certain penalties, according to the custome of the said city: And whereas the charge, education, keeping and bringing up of the said Orphans, is committed unto the said I. K. and S. his wife, mother of the said Orphans; if therefore the said A. B. and C. D. or either of them, or the executors, administrators or assignes of them or either of them, do every year yearly during so long time as the said summe of, &c. or any part thereof, shall continue and be in the use and occupation of them the said A. and C. or either of them, or of the executors, administrators or assignes of them or any of them, do well and truly pay or cause to be paid to the said I. K. his executors or assignes, for and toward the charge and education of the said Orphans, or of such of them as shall longest continue, and be in his or their Orphanage or minority, for the use, loane or occupation of the said summe of, &c. or of such part thereof, as shall longest continue and be in the use, possession and occupation of them the said A. B. and C. D. or either of them, or the executors or assignes of them or any of them, after the rate and allowance of 6 l. 13 sh. 4 d. of, &c. for every hundred and so after that rate for a lesser summe, as the cause shall require, the same allowance to be paid quarterly, at the Feasts of, &c. yearly by equal portions, at or in the, &c. that then, &c. or else, &c.

*A Condition for the executing of a Goalership.*

THE Condition, that if the within bound I. W. his executors and assignes, do well and truly execute and use the office of Goalership in the County of E. and also do well, surely and safely keep all and every such person and persons, now being in the prison.

of the Common-wealth of *England*, in the said Countrey of E. or that hereafter shall be committed to the said Gaol, or to the said I. W. & further that if the said I. W. his executors or assignes, at his or their proper costs, do safely carry, bring and re-carry all persons in the said Gaole now being, or that at any time hereafter shall be prisoners there, to any such place or places as the said Sheriffe or his assignes shall appoint or name within the said Countrey of E. and furthermore be truly and diligently attending, aiding and assisting the said Sheriffe and his under Sheriffe and Deputies, at all and every time and times, when any execution shall be done, within the said Countrey, to and upon any person or persons, attainted or to be attainted for treason, felony, murther or heresie, or otherwise, or for any other cause, unto the end of the execution: And further if the said I. W. his executors and assignes, do discharge and save harmlesse the said Sheriffe, his heirs, executors, administrators and assignes, against the Common-wealth of *England*, and against all and every other person and persons, and from all manner of escapes, damages and losses, fines, issues and amerciaments, which by the negligence or otherwise of the said I. W. his executors or assignes, that the said Sheriffe shall or may in any wise be charged or incumbered with, or ought to be charged by the law, by reason of the office of Sheriffewick of the said Countrey, from time to time, and do content and pay to the said Sheriffe, his heirs, executors or assignes all such summes and summes of money, as the said Sheriffe, his heirs, executors or assignes ought to pay to the Common-wealth, or to any other person or persons, or be due to the said Sheriffe, by reason of the said office of Gaoler ship, that then, &c. or else, &c.

*A Condition for re-assurance of lands.*

**T**He Condition, &c. that if the within bound A.

B. his heirs, executors, administrators & assignes, and every of them do from time to time, and at all times hereafter, upon the reasonable request, at the cost and charges in the law of the within named C. D. make, knowledge and suffer unto the said C. D. his heirs or assignes, or unto such other person or persons as he or they shall name and appoint, all and every such lawful and reasonable act and acts, thing and things, devise and devises in the law, as by the said C. D. his heirs or assignes, or by his or their counsel learned in the law shall be reasonably advised or devised, for the assurance and conveying unto him the said C. D. his heirs and assignes for ever, absolutely without any manner of condition or mortgage, all such tenements, lands, meddows, leases, pastures and hereditaments whatsoever, with all and singular their appurtenances situate, lying and being in, &c. all which, &c. now are, or late were in the tenure or occupation of, &c. or his assignes, & sometimes were in the tenure of, &c. or his assignes, which said lands, tenements, meddows, leases, pastures and hereditaments, were lately conveyed, bargained and sold unto the said A. B. and his heirs by W. M. of, &c. as by an Indenture thereof made between the said W. M. on the one part, & the said A. B. on the other part, bearing date the, &c. last past before, the date within written, more plainly at large it may appear: And also if the said lands, tenements, meddows, leases, pastures and hereditaments, and all and singular other the premises, with th'appurtenances, now be and at all times hereafter shall be free and clearly discharged, or otherwise sufficiently saved and kept harmlesse by the said A. B. his

heirs, executors and administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A. B. his heirs or assigns, that then, &c. or else, &c.

*A letter of Attorney contained in the latter end of an Indenture.*

**A**Nd furthermore the said G. C. and T. N. have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R. B. Esquire, and T. W. Gent. their true, sufficient and lawful Attorneys, joyntly and severally for them, and in their names and stead, in to and upon all and singular those the said two parts, &c. and other the premises, or into any part thereof, in the name of the whole to enter, and peaceable and quiet possession and *seisin* thereof, for them and in their names to take, and after such possession and *seisin* thereof had or taken as aforesaid for them and in their names, stead and places peaceable and quiet possession, livery and *seisin* of all and singular the said premises, or any part thereof, in the name of the whole, to deliver unto the said H. B. his heirs or assigns, or his or their certain Attorney in their behalf, ratifying, allowing and confirming all and whatsoever their said Attorneys, or either of them, shall do or cause to be done in or about the premises by these presents. In witness, &c.

*A Release of a Proviso.*

**N**OW all men by these presents, that I B. C. of &c. for divers good causes and considerations me hereunto moving, have remised, released and

quit.

quit-claimed, and by these presents for me, my ex-  
 ecutors, administrators and assignes, do remise, re-  
 lease and for ever quit-claim unto L. M. of, &c. his  
 heirs, executors and assignes, as well one provisoe or  
 condition, and all and every the summe and summes  
 of money, specified in the same provisoe or condition,  
 contained and comprized in one paire of Indentures  
 of bargain and sale, bearing date the, &c. in the, &c.  
 made between me the said B. C. of the one party,  
 and the said M. L. of th' other party, as also all and  
 all manner of actions and suits, cause and causes of  
 actions and suits, for or concerning the said provisoe.  
 In witnesse, &c.

*A Release of a Covenant mentioned in an Indenture  
 of Lease.*

**T**O all, &c. A. B. of, &c. sendeth greeting. Where-  
 as in and by one Indenture of Lease, bearing date,  
 &c. made between E. B. of th' one party, and the said  
 A. B. of th' other party, there is contained a Cove-  
 nant in these words following, viz. (reciting the Co-  
 venant *verbatim* as therein contained,) whereunto  
 relation being had, it doth and may more at large  
 appear; now know yethat I the said A. B. for divers  
 good causes and considerations me hereunto especial-  
 ly moving, have remised, released and quit-claimed,  
 and by these presents for me, my executors and ad-  
 ministrators, do fully and clearly remise, release and  
 quit-claim unto the said B. B. his executors and as-  
 signes, the said covenant, grant, clause, agreement and  
 article, before rehearsed and mentioned, and all and  
 every other matter, thing and things speci-  
 fied, declared and contined in the same covenant,  
 clause and agreement, and all the benefit, profit, ad-  
 vantage and commoditie, that by any manner of means

may or might arise, grow, come or happen to me the said A. B. for or by reason, or touching or concerning the same covenant, clause, article or agreement, or any word, sentence, matter, thing or things therein contained, so that the said E. B. his executors and assigns, and every of them, from henceforth for ever shall be clearly and fully acquitted, released and discharged against me the said E. B. my executors and administrators, and every of us, of from, and for the said covenant, grant, clause, article and agreement, before rehearsed, and of and for every thing and things touching or concerning the same, and that this present release shall not in any wise extend to any other covenant, clause or article before rehearsed, for and during the said terme, &c. In witness, &c.

*A bargain and sale of woods.*

**T**His Indenture, &c. between, &c. witnesseth, that the said I. M. for the considerations hereafter in these presents expressed, hath bargained and sold, and by these presents doth bargain and sell unto the said F. M. all those woods, underwoods and trees whatsoever, standing, growing, lying or being, in and upon all that wood & wood-ground, called or known by the name of, &c. in the County of, &c. parcel of the manor of, &c. in the same County. (except and always reserved) out of this present bargain and sale, unto the said I. M. his heirs and assigns, 50 trees of Oak to be taken & marked by the said I. M. or his assigns, in such manner as hereafter in these presents is expressed, viz. It is agreed between the said Parties to these presents, and either of them severally for himself, his executors and administrators, covenanteth and granteth to and with the other of them, his executors and administrators, that the said F. M. shall  
or



et may first choofe ten Oaks, and after the said I. M.  
 10. choofe ten other, for either of them one after ano-  
 ther ten Oaks, until the said I. M. or his assignes,  
 have made choife of the said number of 20. trees be-  
 fore excepted, in consideration of which said bargain  
 and sale, the said F. M. doth covenant, &c. to and  
 with the said, &c. that he the said F. M. his, &c.  
 shall well and truly pay, &c. unto the said I. M. his,  
 &c. the summe of, &c. on the, &c. at, &c. and further  
 the said I. M. doth covenant, &c. to and with, &c.  
 that it shall and may be lawful, to and for the said  
 I. M. his executors and assignes, at all seasonable  
 times of the yeare, after choise made by the said  
 I. M. or his assignes, to the said 20. trees to him ex-  
 cepted, as aforefaid, during the space of, &c. next  
 ensuing the date hereof, to fell, cut down and  
 carry away the said woods, underwoods and trees,  
 before by these presents bargained and sold, and eve-  
 ry of them, except before excepted: and likewise the  
 said F. M. doth covenant, &c. to and with, &c. that  
 he the said F. M. his executors or assignes, shall and  
 will at every felling, of which he or they shall make  
 of the said woods, underwoods or trees, leave standing  
 or growing, so many staddles and storiers, as by the  
 laws and statutes in that case provided, are or ought  
 to be left, for and in recompence of which staddles  
 and storiers so to be left, the said I. M. for him, his  
 executors and administrators, doth covenant, pro-  
 mise, grant and agree to pay or cause to be paid, up-  
 on reasonable request, unto the said F. M. his execu-  
 tors or assignes, so much money, as by two persons  
 whereof th'one to be chosen by the said I. M. th'o-  
 ther by the said F. M. shall be thought reasonable,  
 and by them limited and appointed: And furthermore  
 the said I. M. doth covenant, &c. to and with, &c.  
 that if the said F. M. his, &c. do pay, &c. unto the  
 said

said I. M. his, &c. the said summe of, &c. at the days, time and place before limited for the payment thereof, and in such manner and forme as is aforesaid, that when one recognizance in the nature of a Statute Staple, bearing date, &c. taken and knowledged, &c. wherein the said F. M. standeth bound to the said I. M. in the summe of, &c. shall be utterly void, and of none effect. In witness,

*And in full of the said recognizance, the said F. M. hath given unto the said I. M. the summe of, &c. in full of the said recognizance.*

*An assignment of an extent upon a Statute.*

**T**HIS Indenture made the, &c. between T. O. of, &c. of th'one Party, and Sir L. L. of, &c. and B. B. of, &c. of th'other Party, witnesseth, that whereas T. R. of, &c. R. R. of, &c. and R. B. of, &c. by their recognizance in the nature of a Statute Staple, bearing date the, &c. taken and acknowledged before, &c. did acknowledge themselves to owe to the said T. O. the summe of, &c. payable, as in and by the said Statute or Recognizance more at large appeareth: And whereas also certain writs of extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriffe of the County of Yorke, by vertue of which Writ so directed into the County of Yorke, the same then Sheriffe, did extend all that the mannor or capital messuage, &c. in the, &c. and divers lands, tenements, &c. as in and by an inquisition thereof, had and taken by the said Sheriffe, at R. in the County of Yorke aforesaid, bearing the, &c. then last past, annexed to the said Writ of extent, and remaining of Record in the High Court of Chancery, more at large doth and may appear; and whereas also afterward Sir M. W. Knight, then Sheriffe of the said County of York, by vertue of a Writ of Liberate, likewise directed

rected to the said Sheriffe, hath delivered possession and seisin of the said mannor or capital messuage, and of and in divers lands, tenements, meadows, feedings and pastures with their appurtenances in M. aforesaid in the said County of York, &c. unto the said T. O. to have and to hold the said rected premises in the said Writ mentioned unto him the said T. O. and his assignes as his free-hold, until the said debt of, &c. with costs, charges and damages, should be of the said mannor, lands and tenements so extended and delivered should be paid, as in and by the said Writ of *Liberate* remaining of Record in the high Court of Chancery more at large appeareth. Now this Indenture further witnesseth, that the said T. O. for and in consideration of a competent summe of good and lawful money of *England* to him in hand, at and before th'ensealing and delivery of these presents, by the said Sir R. L. and L. B. well and truly contented and paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid, and thereof and of every part and parcel thereof, doth clearly acquit, exonerate and discharge the said Sir R. L. and L. B. their heirs, executors and administrators, and every of them, for ever by these presents hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assigne and set over unto the said Sir R. L. and L. B. their executors, administrators and assignes, all the estate, right, title, interest, property, claim and demand whatsoever, which he the said T. O. now hath or had, or may, might or ought to have, of, in or to the said mannor or capital messuage, lands, tenements, hereditaments and premises in M. aforesaid, and of, in and to the moyety, &c. and of, in and to every part and parcel thereof, with th'appurtenances, by force and vertue of the said

said extrent, inquisition and *Liberate* aforesaid, and every or any of them, or in them, or any of them nontained, to have and to hold, occupie, possesse, receive, take and enjoy the said mannor of M. the said moyery of, &c. and all and singular other the premises before mentioned, with their appurtenances, together with all rents, issues, profits, commodities and advantages thereof whatsoever, unto the said Sir R. L. & L. B. their heirs and assignes, to the only proper use and behoof of them the said Sir R. L. and L. B. their heirs and assignes for ever, for and during the terme and continuance of the said Extrent, until the said summe of, &c. with the costs, damages and charges be out of the said mannor and other the premisses extended as aforesaid, fully satisfied, contented and paid, as is aforesaid. In witnesse, &c.

*A Condition for finding Apparel for an Apprentice by his friends.*

**T**He Condition, that whereas I. R. son of the within bound E. R. by his Indenture of Apprenticeship, bearing date, &c. last past, before the date within written, hath put himself Apprentice to the within named H. S. to the Art which he now useth, and with him to serve and dwell after the manner of an Apprentice, from the day of the date of the same Indenture, for and during the term of eight years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear: and whereas it is intended and agreed upon by and between the said E. R. and H. S. that he the said E. R. his executors or administrators, or some of them, shall from time to time, and at all times, during the said term of eight years, finde and provide to and for the said I. R. good, sufficient and necessary rayment and apparel, as doublet, hose, shoes, stockings, shirts, bands,

bonds, cloak, hat and all things needful and convenient for such an Apprentice; if therefore the said E. R. his executors, administrators or assignes, do and shall yearly, and every year at or before the Feast of Easter, during all the said terme of, &c. find and provide to and for the said L. R. such sufficient rayment and apparel as aforesaid, and at all other time and times needful during all the said terme, or otherwise in default thereof, well and truly pay or cause to be paid unto the said H. S. his executors, administrators and assignes, at or in, &c. the summe of 3 l. 6. sh. 8. d. of, &c. for and towards the said Apparel, on or before the Feast-day of the Ascension of our Saviour, in every year yearly, during the said terme without fraud or coven, that then this, &c.

*A Condition to save harmlesse from bond.*

**T**He Condition of this, &c. that if the within bound L. D. his executors, administrators or assignes, or any of them, do and shall on this side, or before the, &c. next coming, clearly acquit and discharge the above-named E. A. his executors, and administrators, out of and from all and every bond and bonds, obligation and obligations whatsoever, wherein and whereby the said E. A. standeth joyntly obliged and bounden with the said L. D. to any person or persons whatsoever, for payment of any summe or summes of money, that then, &c.

*A Condition for money (given by a Will) to be lent gratis*

**T**He Condition, &c. that whereas A. B. &c. by his last Will and Testament, bearing date, &c. did give and bequeath unto the Parson and Churchwardens

dens of the parish of, &c. the summe of, &c. to be lent unto young men of the said parish, upon sufficient Sureties for two years gratis, and so from two years to two years to some other young men of the same parish, by 10 l. a man without paying any consideration for the same, as by the same Will more at large may appear, of which said summe of, &c. the within bound W. L. the day of the date within written, hath had and received 10 l. according to the meaning of the said Will; if therefore the said W. L. his executors, administrators or assignes, or any of them, do well and truly content and pay, or cause to be paid unto the within named H. I. T. I. and R. I. or any of them, their or any of their executors, administrators or assignes, the said summe of, &c. on the, &c. which shall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

*A Condition that one Executor shall not release any of the Testators debts or goods, without the consent of the other Executor.*

**T**HE Condition, &c. that whereas I. H. of, &c. by his last Will and Testament, bearing date the, &c. published and declared in writing, did make and ordain the within named E. W. and the within bound K. E. his executors of the same his last Will and Testament, and afterwards died, after whose death the administration of all and singular the goods, chattels, credits and debts, which of late were the said I. H. were and are lawfully committed unto the said E. W. and K. E. if therefore the said K. E. hath not at any time or times heretofore, neither he the said K. his executors nor administrators, nor any of them shall at any time or times hereafter remise, release or otherwise discharge any of the debts, duties, specialties, summe



summe and summes of money, or other thing whatsoever, due and owing to the said I. H. at the day of his death, or yet any of the action or actions, suits, plaints, pleas, processses, judgements or executions whatsoever had, commenced, brought, or at any time or times hereafter, to be sued, had, commenced, brought, pursued or executed by vertue of the said Will, against any person or persons whatsoever, for or by reason of any of the same specialties, summe or summes of money, debts, duties, or other things due and payable as aforesaid, or otherwise discontinue by non-suite or *retraxit* in the same action or actions and suits aforesaid, or any of them so commenced or brought, or to be sued in forme aforesaid, without the especial licence, consent and agreement of the said E. W. his executors or administrators first had and obtained in writing, signed and sealed, with his, their or some of their hands and seales, that then, &c.

*A Condition that one shall not become bound for any person, by writing or promise without consent.*

**T**HE Condition, &c. that if, &c. A, B shall not at any time or times hereafter, by his writing obligatory, signed or sealed with his hand, make or seale, or by any other writing or bale, promise or contract whatsoever, or otherwise solely by himself, or joyntly or severally with any person or persons, become or stand bound as Surety with, to or for any person or persons, in or for payment of any summe or sums of money to any manner of persons for the debt, duty, or any cause whatsoever, of any person or persons whatsoever, (above the summe of 40 l. of, &c.) other then for his own only debt, duty or cause, without the

the special consent, assent and license of the within named C. D. first had and obtained in writing, under his hand and seale, that then, &c.

*A Condition to surrender land, or pay money in lieu thereof.*

**T**He Condition, &c. that if, &c. A. I. and his heirs, or some of them, within the space of, &c. next ensuing the date hereof, upon reasonable request to him or them made, by the within named R. H. his heirs or assignes, or any of them, and at his or their costs and charges in the law, do make and procure, or cause to be made and procured, to the use of the said R. H. and his heirs for ever, according to the custome of the mannor of, &c. sufficient and lawful surrender and assurance, of and in one messuage or tenement customary, sometimes called the, &c. with all barnes, stables, orchards, gardens and other th'appurtenances to the same adjoyning and belonging, scituate, &c. discharged or saved harmless from all former surrenders, charges and incumbrances, made, done or committed by him the said A. I. or his heirs, or by any other person or persons, by whom such surrender shall be so made, the fine or fines, for or by reason of such surrender or admission upon the same, and the rents and services from thenceforth to be due to the Lord or Lords of the said mannor of whom the premisses are holden, or be parcel, (only excepted and fore prized) and if in case the said R. H. or his heirs, within the space of, &c. now next ensuing, shall dislike to accept of such surrender, and shall not make any such request for the same, as is aforesaid, then if in lieu and recompence thereof, the said A. I. his heirs, executors, administrators or assignes, or any of them do at th'end of the same

same year now next ensuing, or at the furthest within three moneths then next following, well and truly pay or cause to be paid unto the said R. H. his executors or assignes, at or in, &c. the summe of, &c. of lawful, &c. without fraud or coven, that then, &c.

*A Condition, &c. to keep Peace.*

**T**He Condition, &c. that if, &c. B. W. at all times hereafter, do well and honestly beare and behave himself, as well in word as in deed, towards the within named I. R. and all his, as an honest man ought to do, and also if the same B. W. at all times hereafter do keep the, &c. in his own proper person towards the said I. R. and all his: and further if the said B. W. at no time hereafter, do vex, sue, molest or trouble, or cause to be sued, vexed, molested or troubled, the said I. in his body, goods or otherwise, by any manner of means, for any matter, cause or thing whatsoever it be, that then, &c.

*A Condition to justify all such Actions as shalbe commenced by vertue of a letter of Atturney, and not to release, &c.*

**T**He Condition, &c. that if, &c. W. L. his, &c. do at all times hereafter, and from time to time justify, averre, maintain & allow all such actions, suits, writs, pleas, complaints, premisses, condemnations, judgments, executions and demands, as the within named E. S. his, &c. shall at any time hereafter commence, exhibit, procure or prosecute by force of a letter of Atturney. bearing the date within written, made from the said W. L. to the said E. S. against all or any the person, persons or debtors therein named, their heirs, executors or administrators, for the recovery

Of the several summes of money, by every of them severally owing, mentioned in the said letter of Atturney, to th' only use therein specified. And do permit and suffer the said E. S. his, &c. to recover and receive all and every the said debts and summes of money, and the costs, damages, profits, of suits and other commodities and advantages, to come or grow any way by the same, to th' use of the said E. S. his, &c. for ever, without account, without release, acquittance, discharge, non-suite, countermand, disavowry, retraction, or other avoiding of the same persons, summes of money, debts, suits or other demands, accruing upon the same, without the consent of the said E. S. his, &c. first had and obtained for the same, that then, &c.

*A Condition to pay money, according to a Provisoe in a bill of sale.*

**T**He Condition, &c. that whereas the within bound R. H. by his bill of sale, bearing date the day of the date within written, hath bargained, sold and delivered in plain and open market, according to the custome of the City of London, unto the within named T. C. three gilt bowles, weighing 60 lb. &c. to have and to hold, &c. with a Provisoe contained in the said bill of sale, that if the said R. H. his, &c. do pay, &c. unto the said, &c. that then the, &c. as by, &c. and whereas the said T. C. doth esteem and value that the said three gilt bowles, &c. not to be worth the said summe of, &c. contained in the said bill of sale, if therefore the said R. H. his, &c. do pay, &c. unto the said T. C. his, &c. the said summe of, &c. on the day and at the place mentioned in the said Provisoe, and thereby redeem the premises, out of the hands and possession of the said T. C. his, &c. that then' &c.

*A Condition to do ones endeavour for the recovery of the debt against the Surety.*

**T**He Condition, &c. that whereas the above-bound I. H. hath obtained several judgements against M. W. Esquire, and T. B. Gent. upon one obligation, wherein the said T. B. and M. W. stand bound unto the said I. H. in the summe of 215 l. with condition for payment of 107 l. 10. sh. as by the Records remaining in the Court of Common-Pleas at *Westminster* may appear, if therefore the said I. H. his executors, administrators and assignes, do and shall from time to time, and at every time and times hereafter, do and use his and their best means and endeavours with effect, by Writ or Writs of execution, or by other Writs or means lawfully to recover and receive of the said M. W. his heirs, executors or administrators, or of his or their lands, tenements, goods, chattels or hereditaments the said summe of 215 l. and costs of suit heretofore obtained by judgement, as aforesaid, without releasing the said summe of money as aforesaid, or any part thereof, except it be by agreement and consent of the said H. B. his executors, administrators or assignes, and also do and shall well and truly pay, or cause to be paid unto the said H. B. his executors, administrators or assignes, the said summe of, &c. and costs of suite, or so much thereof as shall be received by the said I. H. his executors, administrators or assignes of the said M. W. his heirs, executors or administrators, or his or their goods, chattels, lands or tenements, upon or by reason of the said Judgement, and that within two moneths, next after he or they shall have received the same without fraud or coven, that then, &c.

*A Condition for quiet enjoying of a messuage sold.*

**T**He Condition, &c. that if the within named T. M. his heirs and assignes, and every of them shall and may for evermore, from henceforth peaceably and quietly have, hold, occupie, possesse and enjoy all that messuage, tenement and lands scituate, lying and being in, &c. and every part and parcel thereof, mentioned to be bargained and sold, by the within bound R. W. to the said I. M. in and by a certain Indenture of bargain and sale, bearing date the day of the date within written, made between the within bound R. W. and A. his wife on th'one part, and th'above named I. M. on th'other part, clearly discharged, or otherwise sufficiently saved harmless, of and from all and all manner of estates, rites, charges and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said W. or by his means or procurement, that then, &c.

*A Condition to pay a yearly summe of money for a wives Joynture during her life.*

**T**He Condition, &c. that if th'above bound T. P. his heirs, executors, administrators or assignes, or any of them, do well and truly pay or cause to be paid unto K. the now wife of the said T. P. for and in the name of her joynture, yearly and every year for and during the term of the natural life of the said K. if she shall survive and overlive the said T. P. her husband, the yearly summe of, &c. at foure most usual Feasts in the yeare, that is to say, at, &c. by even and equal portions, the first payment thereof to begin and to be made at the Feast of the said Feasts, which shall first



first and next happen after the death of the said T. P. if the said K. shall be then living; and also if when any of them, the Sureties of the said T. P. shall happen to die or depart this natural life, the said K. living, the Survivor of them, within one moneth next after his death, shall procure one sufficient Surety to become bound with the then surviving obligor in the like summe, and under the same condition, and so from time to time during the life of the said K. upon the sealing and delivery of every which new bond, the former bond to be delivered to the survivor to be cancelled, that then, &c.

*A Condition to endeavour to discharge an obligation by a day.*

THE Condition, &c. that if, &c. do and shall use his best endeavour for and in discharge of one obligation, bearing date the, &c. wherein the within named D. W. and B. B. of, &c. are and stand bound unto the said M. B. deceased, in the summe of 100 l. for payment of 52 l. at a day already past, and do thereof acquit and discharge the said D. W. and B. B. and either of them, their and either of their executors, administrators and assignes, of and from all actions, suits, troubles, costs and charges whatsoever, of, for and concerning the said obligation, or summes of money therein contained, that then this, &c.

*A Condition reciting an absolute bargain and sale is made to one for the Indemnity of a bond, if the money be paid upon the bond the grantee is bound to re-assure.*

THE Condition, &c. that whereas the within named I. T. by his deed indented, bearing date the

day of the date within written, for the indemnity, discharge and saving harmlesse of the within bound Sir M. W. his heirs, executors and administrators, of, for, from and concerning one obligation, bearing date the, &c. within written, wherein the said Sir W. M. for th'only debt of the said I. T. together with the said I. T. is and standeth bound unto H. P. Esquire, in the summe of, &c. with condition for payment of, &c. on the, &c. next coming, hath granted, bargained, sold and confirmed unto the said Sir M. W. his heirs and assignes for ever, all that Close, &c. with th'appurtenances called or known by the name of, &c. situate, lying and being in, &c. as by the same deed inrolled in the High Court of Chancery, amongst divers other things therein contained, may more at large appear; if therefore the said Sir M. W. his heirs or assignes, in whom th'estate of the before mentioned premisses, is or shall be vested or settled, do and shall upon reasonable request to him or them to be made in that behalf, by the said I. T. his heirs or assignes, (after that the said I. T. his heirs, executors, administrators or assignes shall have paid the said 104 l. and acquitted and discharged the said Sir M. W. his heirs, executors, administrators and assignes, of and from the said obligation, and the summe and summes of money therein contained,) at the costs and charges in the law of the said I. T. his heirs or assignes, re-convey and re-assure unto the said I. T. his heirs and assignes for ever, the said Closes called, &c. with th'appurtenances, with warranty therein to be contained, against the said Sir M. W. his heirs and assignes only, so as he or they be not compelled to travel, for the making of the said assurance, further then the place of his or their abode and residence at the time of such request made, then, &c.

*Condition (reciting a surrender of land upon con-  
dition,) that if the money be not paid  
according to the condition, the Obli-  
gor may enjoy the lands, &c.*

**T**He Condition, &c. that whereas the within-  
bound T. I. hath the day of the date within  
written, surrendred into the hands of the Lord of the  
manor of H. in the County of, &c. out of Court,  
by the hands of A. B. and C. D. two of the customa-  
ry tenants of the said manor, according to the cu-  
stome of the said manor, one messuage or tenement,  
&c. with all and singular their and every of their ap-  
purtenances, now or late in the tenure or occupation  
of the said T. I. his assignee or assignees, to th' only use  
and behoof of the within named F. A. and of his  
heirs and assignes for ever, according to the custome of  
the said manor, nevertheless upon condition for pay-  
ment of, &c. at or in, &c. as by the same surrender  
more at large appeareth; if therefore the said F. A.  
his heirs and assignes. and every of them shall or may  
from time to time, and at all times for ever, from  
and after default made in payment of the said summe  
of, &c. at the day and place appointed for payment  
thereof, as aforesaid, lawfully, peaceably and quietly  
have, hold, occupie, possesse and enjoy the same  
messuage or tenement, lands, and all and singular o-  
the premisses, in and by the said surrender mention-  
ed and expressed, clearly and absolutely acquitted and  
discharged, or otherwise by the said T. I. and his  
heirs, sufficiently saved and kept harmlesse, of and  
from the joynture, dower and thirds of K. now wife  
of the said T. I. to be claimed or challenged of or in  
the said premisses or any part thereof, and of and  
from all and all manner of former and other bar-  
L 4 gains,

gains, contracts, surrenders, and other charges, titles, troubles and incumbrances whatsoever, by the said T. L. his heirs and assignes, in any wise heretofore had, made, committed, suffered or done, or to be had, made, committed, suffered or done, the rents and services to the chief Lord or Lords of the fee thereof and from thenceforth growing due therefore only excepted and fore-prized, that then, &c.

*A Condition that whereas one hath an annuity issuing out of the mannor of, &c. which said annuity he hath released, &c. for payment of, &c.*

**T**HE Condition, &c. that where the within bound I. B. hath and holdeth for the terme of his natural life, of the grant of the within named R. L. one annuity or yearly rent of, &c. by the year issuing and going out of the mannor of &c. and out of certain other lands, tenements and hereditaments, in the County of, &c. as by the same grant thereof made more at large it doth and may appear, which said annuity or yearly rent of, &c. the said I. B. by his deed indented, bearing date the day of the date of these presents, hath bargained, sold and released unto the said R. L. upon and under a certain condition in the same deed indented, expressed, as by the same also it doth and may appear; if therefore the said I. B. hath not at any time before th'en sealing and delivery of the said deed, indented, bargained, sold, given, granted, assigned or set over, or by any other means incumbered the said annuity or yearly rent of 100 l. or any parcel thereof, that then, &c.

*A Condition whereas the Obligee hath owing by one a summe of money, which is to be paid to a Creditor of the Obligors, who is bound to rep<sup>y</sup> within ten days after notice of the receipt.*

**T**He Condition, &c. that whereas the within named I. F. hath remaining in the hands and custody of, G. &c. the summe of, &c. which summe of, &c. the said I. F. is contented at the request and desire of the within bound I. &c. shall be paid and delivered by the said G. &c. unto one L. &c. if therefore the said, &c. his executors, administrators or assignes, do well and truly pay or cause to be paid unto the said I. F. &c. his executors, administrators or assignes, at or in, &c. the said summe of, &c. within ten days next after the said I. F. his executors, administrators or assignes shall give sufficient notice or testimony unto the said, &c. his executors, administrators or assignes from the said I. testifying that he the said I. hath received the said summe of, &c. of the said, &c. as aforesaid, without fraud or coven, that then, &c.

*A Condition where a bond is assigned, and that if the Obligees in the assigned bond do not pay, then the Obligee in this is bound to pay, &c.*

**T**He Condition, &c. that whereas the within bound A. B. hath by his deed in writing, bearing date, &c. assigned over unto the within named C. D. one obligation bearing date the, &c. wherein E. F. and G. H. stand bound unto the said A. B. in the summe of, &c. with condition for payment of, &c. on the, &c. at, &c. as by the same deed of assignment and ob-

obligation may appear, if in case the said E. F. and G. H. their executors, administrators or assignes, do not pay unto the said C. D. his executors or assignes, the said summe of, &c. on or before the, &c. with such considerations as shall be therefore due; if then the said A. B. his executors, administrators or assignes, do well and truly pay or cause to be paid unto the said C. D. his executors, administrators or assignes, on the, &c. at or in, &c. the said summe of, &c. with consideration for the same after the rate of 8 l. per cent. to be accompted, from the day of the date within written, until such time as the same shall be fully paid, that then, &c.

*A Condition upon an Attachment.*

**T**HE Condition, &c. that whereas th'above named Sir R. L. Knight, is to pay unto Sir M. R. of, &c. the summe of 150 l. of, &c. upon bond bearing date on or about the, &c. last past, before the day of the date above written: and whereas the day of the date above written, th'above bound W. S. hath attached the said summe of, &c. in the hands of the said Sir R. L. if therefore the said W. L. his executors, administrators, and assignes, and every of them do and shall at all times hereafter and from time to time, well and sufficiently save, defend, keep harmless and indemnified the said Sir R. L. his heirs, executors, administrators and assignes, and every of them, as well against the said Sir M. R. his executors, administrators and assignes, as against all and every other person and persons, for or concerning the said obligation, or any summe or summes of money therein contained, and of and from all and all manner of actions, arrests, suits, costs, losses, charges, forfeitures, payments and detriments what sever, which



which shall or may be commenced or happen against the said Sir L. R. his goods or chattels, for or by reason of the non-payment of the said summe of, &c. unto the said Sir M. R. his executors, administrators or assignes, on the said, &c. in regard the same is attached by the said W. S. as aforelaid, that then, &c.

*Condition to pay rent quarterly for certain roomes, &c.*

**T**HE Condition, &c. that if I. A. of, &c. the withinbound I. P. and T. A. or any of them, their or any of their executors, administrators or assignes, do well and truly pay or cause to be paid unto the within named G. P. his executors, administrators or assignes, the yearly summe of, &c. for those rooms, parcel of the capital messuage, situate, &c. wherein the said I. A. now inhabiteth, for and during the full terme of, &c. to be accompted from the, &c. last past, before the date within written, at the foure most usual Feasts or termes in the year, that is to say, at the Feasts of, &c. or within ten days next ensuing every of the said Feasts, by even and equal portions, or in, &c. the first payment to begin and to be made at the Feast-day of, &c. next ensuing the date within written, or within ten days next ensuing the same Feast, that then, &c.

*A Condition to surrender land to certain uses.*

**T**HE Condition, &c. that if the above bound M. W. S. W. and I. W. and every of them and their heirs, do and shall at the next Court to be holden for the mannor of W. in the County of, &c. which shall be after request made by the above named A. L. her heirs or assignes, the said request being

ing made eight days before any such Court be holden, surrender into the hands of the Lord of the said mannor, to th' only use and behoof of the said A. L. her heirs and assignes for ever, according to the custome of the said mannor, all that little Close of land with the appurtenances, lying and being in a place called G. in the said County of E. being Coppiehold land of the said mannor-, the same premises being at the time of the said surrender to be made freely and clearly acquitted and discharged, of and from all former surrenders, grants and incumbrances whatsoever, that then, &c.

*A Condition that the Sheriffe executing a Writ, may detain out of the goods and lands, extended so much money, &c.*

**T**HE Condition, &c. that whereas the within bound R. W. the day of the date hereof, hath delivered to the hands of the within named G. M. and W. M. the Writ of execution, for leavying and extending the goods, chattels and moyty of the lands, renelements and hereditaments, of one Sir W. M. of, &c. to and for the use of the said R. W. whereby the same R. may be satisfied of the summe of 200 l. mentioned in the said Writ, if in case the said G. M. and W. M. or either of them, do lawfully execute, or cause to be lawfully executed, the said Writ, according to the nature, meaning and purport thereof, by the impa-nelling of twelve lawful and indifferent men to be sworn of the Contents of the said Writ, if then the said R. W. his executors and administrators, do quietly permit and suffer the said Sheriffe or under Sheriffe to have, take, receive and detain, to his and their own proper use and behoof, out of such moneys, goods or chattels, as shall be had, leavied or received by

by vertue of the said Writ, or the execution thereof, so much in lawful money of *England*, or other benefit as they or the said Sheriffe or under-Sheriffe, or one of them, shall think reasonable or sufficient for their satisfaction, of and for such travel, pains or charges as they shall be at; in and about the execution of the said Writ and extent thereupon to be had or made, otherwise within, &c. next after the said Writ shall be executed, and return thereof made accordingly, do pay or cause to be paid unto the said Sheriffe or under-Sheriffe, or their Deputy or Deputies so much lawful money of *England*, as they shall for the causes aforesaid reasonably demand, that then, &c.

*A Condition to save harmlesse from a bond of Arbitrament.*

**T**HE Condition, &c. that if the above bound A. D. his executors and administrators, or any of them do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmlesse and indemnified, the above named G. M. his heirs, executors and administrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one obligation, bearing date the day of the date above written, wherein the said G. M. at the request of the said A. D. is and standeth bound unto R. M. Gent. in the summe of 100 l. with condition there-under written, that the said A. D. abide the award of W. M. and T. B. Esquires, Arbitrators, and of and from all actions, suits, arrests, costs, charges and demands whatsoever, concerning the premises, without fraud or coven, that then, &c.

*A Condition where purchase money is to be paid at two payments, if default be made in the first, the whole with allowance to be paid at the second.*

**T**He Condition, &c. that whereas, in and by one paire of Indentures, bearing date the day of the date within written, made between the within named A. L. of th'one party, and the within bound I. I. of th'other party, the said I. I. is to pay to the said A. L. the summe of 200 l. of, &c. on the, &c. at or in, &c. being the first payment of the summe of, &c. which the said I. I. is to pay unto the said A. L. for the purchase of the Keepership, herbage and pannage of B. parke of, &c. in the County of, &c. as by the said Indenture may more at large appear: and if it shall happen the said I. I. his executors, administrators & assignes, to make default in payment of the said summe of 200 l. unto the said A. L. his executors, administrators or assignes, on the said, &c. next coming, contrary to the tenor of the same Indenture, then if the said I. I. his executors, administrators or assignes, do well and truly pay or cause to be paid unto the said A. L. his executors, administrators or assignes the full summe of, &c. on the, &c. at or in, &c. without fraud or coven, that then, &c.

*A Condition where money is lent upon a bond, and a letter of Atturney to receive the money due upon the bond, the Obligor in this bond is to pay, &c.*

**T**He Condition, &c. that whereas A. B. of, &c. and C. D. of, &c. by their obligation, bearing date the, &c. in the, &c. are and stand joyntly and severally

rally bonnd unto E. F. &c. in the summe of, &c. for  
 payment of, &c. on the &c. at, &c. as by the said  
 obligation and condition thereupon made more at  
 large appeareth. And whereas I. F. by his letter of At-  
 turney, bearing date the, &c. in the, &c. did make,  
 ordain, & constitute the within bound P. U. his lawful  
 Atturney, irrevocably to ask, leavy, recover and re-  
 ceive, to his own proper use and behoof of the said  
 A. B. and C. D. or either of them the said summe  
 of, &c. on the, &c. according to the tenor of the said  
 obligation, as by the said letter of Atturney more at  
 large likewise appeareth: upon which said obligation  
 and letter of Atturney the within named H. B. hath  
 lent unto the said P. U. the full summe of, &c. and  
 hath assigned the said condition over unto the said  
 H. B. with the said letter of Atturney, so made unto  
 the said P. U. by the said E. F. as aforesaid: if in  
 case therefore the said summe of, &c. be not well and  
 truly paid to the said H. B. his executors or assignes,  
 at or upon the said, &c. next ensuing the date hereof,  
 by the said A. B. and C. D. or one of them, according  
 to the true intent and meaning of the said recited ob-  
 ligation and condition thereof, to the proper use and  
 behoof of the said H. B. then if the said P. U. and  
 the within bound M. C. or either of them, or the heirs,  
 executors or assignes of them, or either of them, do  
 and shall well and truly repay or cause to be repayed  
 unto the said H. B. his executors or assignes, the  
 summe of, &c. on the, &c. at or in, &c. in lieu of the  
 said, &c. so to be paid as aforesaid by the said A. B.  
 and C. D. that then, &c.

*A Condition that the Obligor shall pay, &c. within  
three moneths next after default of payment  
made by another.*

**T**HE Condition, &c. that whereas Sir F. C. of  
&c Knight, by his obligation, bearing date the  
day of the date above written, is and standeth bound  
unto the above named R. N. in the summe of, &c.  
for the true payment of, &c. on the, &c. next ensuing  
the date above written, at or in &c. as by the same  
obligation may appear: and forasmuch as the said  
R. N. hath credited the said F. C. for the said summe  
of, &c. at the request of the above bound A. M. and  
upon his the said A. M.'s promise, and under-  
taking to pay unto the said R. N. his executors,  
administrators or assignes, the said summe of, &c.  
within three moneths next after the day of, &c. with  
consideration for the forbearance thereof, after the  
rate of 8 l. per cent. (in case the said Sir F. C. his  
executors, administrators or assignes, do not pay the  
said, &c. on the said, &c. next coming,) if therefore  
the said F. C. his executors, administrators or as-  
signes, do not well and truly pay or cause to be paid  
unto the said R. N. his executors, administrators or  
assignes, the said summe of, &c. on the said, &c. next  
following, and at the place of payment aforesaid, then  
if the said A. M. his executors, administrators or as-  
signes, do well and truly pay or cause to be paid un-  
to the said R. N. his executors, administrators or as-  
signes, the summe of, &c. on the, &c. then next  
ensuing, and at the place of payment aforesaid, he  
the said R. N. his executors, administrators or as-  
signes, upon the payment or receipt thereof, deli-  
vering up unto the said A. M. his executors, admini-  
strators or assignes the said obligation wherein  
the



the said Sir F. C. standeth bound unto him, as aforesaid, that then, &c.

*A Condition that if the Obligee do not receive the summe of, &c. of the, &c. according to a letter of Atturney, then the obligor is to pay the said summe on the, &c. next after.*

**T**He Condition, &c. that whereas the above bound T. P. hath by his deed or letter of Atturney, bearing date the day of the date above written, authorized and appointed the above named G. M. to ask and receive, of and from the Commissioners appointed for the payment of moneys to souldiers, the full summe of 17 l. of, &c. as by the same letter of Atturney may at large appear, if therefore the said G. M. his executors, administrators or assignes, shall not receive the said summe of, 17 l. from the said Commissioners, on or before the, &c. next ensuing the date within written, then if the said T. P. his executors, administrators or assignes, do well and truly pay or cause to be paid unto the said G. M. his executors, administrators or assignes, the said summe of 17 l. of, &c. on the, &c. next ensuing the date above written, at, &c. without fraud or coven, that then, &c.

*A Condition where a letter of Atturney is recited, be to whom it is made, is bound not to prosecute any suit against the persons in the letter of Atturney mentioned, on or before, &c.*

**T**He Condition, &c. that whereas the above named H. H. by his deed or letter of Atturney, bearing

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ing date the day of the date above written, hath authorized the above bound T. K. to be his true and lawful Atturney, to obtain, receive and take, of and from the said Sir I. W. Knight, and T. M. Esquire, their heirs, executors, administrators or assignes, all that summe of 200 l. due by obligation, and a judgement of 200 l. thereupon recovered in the Court of the Upper Bench at *Westminster*, in which obligation the said T. M. T. S. and the said S. I. stand bound to T. H. widow late deceased, in the summe of 200 l. as by the same deed or letter of Atturney, amongst divers clauses and things therein contained, may more at large appear: if therefore the said T. K. his executors, administrators or assignes, or any of them, do not or shall not from henceforth, at any time or times hereafter, before the 12 day of *December* next ensuing the date above written, prosecute or sue forth, or cause to be prosecuted or sued forth any Writ or Writs, or other processe or proceedings whatsoever against the said T. M. his executors, administrators or assignes, for, concerning, or by reason of the said recited obligation or judgement, or either of them, nor do or assent unto any other act or acts, devise or devises whatsoever, whereby or by reason whereof the said T. M. his heirs, executors, administrators or assignes, or his or their lands, tenements, goods or chattels, may in any wise be prejudiced, troubled or vexed, except it be by and with the assent, consent and agreement of the said H. H. his executors, administrators or assignes in that behalf, first had and obtained in writing under his hand and seale, that then, &c.

*A Condition for payment of money within ten days  
next after delivery of assurance of land.*

**T**He Condition; &c. that if the within bound I. T. his heirs, executors, administrators or assigns, or any of them, do pay or cause to be paid unto the within named H. E. the full summe of 100 l. within ten days next after, that he the said H. E. or his heirs, shall make and deliver, or cause to be made and delivered unto the said I. T. or his heirs, a good, perfect and lawful assurance in the law, in fee-simple, of and in certain lands, tenements and hereditaments, lying and being in D. or elsewhere in the Countrey of S. amounting in the whole to the yearly value of 40 l. according to the tenor and plain meaning of certain articles indented, bearing date the day of the date of these presents, made between the said H. E. of th' one party, and the said I. T. of th' other party, that then, &c.

*A Condition to procure one to seale the Counterpart  
of an Indenture.*

**T**He Condition, &c. that if L. I. sonne of the above bound R. I. do and shall, when he shall accomplish the full age of twenty one years, upon request to him made, signe, seale and deliver, as his act and deed, unto the use of the within named G. C. and H. C. the Counterpart of one Indenture, bearing date, &c. made between, &c. and the same Counterpart being so sealed and signed as aforesaid, shall deliver or cause to be delivered, unto the said G. C. his, &c. safe, whole, uncanceled and undetained, that then, &c.

*A Condition to permit the Obligee to receive rents  
and tithes, to his own use.*

**T**He Condition, &c. that if the within named N. B. his executors, administrators or assigns, shall, and may at all times hereafter and from time to time, aske, collect, gather, perceive, receive, take, keep and enjoy to his and their own only use and behoof, all and all manner of rents, issues, tithes, fruits, oblations, obventions, offerings, profits, commodities, and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due, to W. A. Clarke, as Parson of the parish Church of, &c. out of or belonging to the parsonage of, &c. or any parcel thereof, of all and every person and persons whatsoever, for and during so long time as the said W. A. shall be, or of right ought to be Parson of the Parsonage aforesaid, & also all and singular arrearsages of the premises, without let, interruption or disturbance of the within holden R. his executors, administrators or assigns, or of any other person or persons, claiming by, of or from the said R. or by his assent, means or procurement, and also if neither the said R. at any time heretofore hath released, nor that he, his executors nor administrators, at any time hereafter shall release, acquit or discharge the said W. A. his executors or administrators, of or concerning any bond, covenant, authority, contract or agreement, heretofore had or made by the said W. A. to the said N. and R. touching or concerning the premises or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writings, covenants, authority, contract or agreement,

or any of them, shall in any wise be made frustrate or void, and also if the said R. do permit and suffer the said N. to have, take and enjoy to his and their own use, the whole profit, benefit, advantage and commodity, which shall or may arise or grow, for, upon or by reason of the said obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, that then, &c.

*As Condition to assure the moyety of such lands, as shall be recovered by law.*

**T**HE Condition, &c. that whereas the within bound T. H. pretendeth title to certain lands, tenements and hereditaments, situate, lying and being in H. S. M. B. & A. or in any of them in the County of G. which late were of the inheritance of I. H. deceased, and from him the said T. H. by I. B. and others unjustly withholden, for a recovery whereof the within named H. C. hath promised to do as much as in him shall lawfully lie and be, & to be and remain, for and on the behalf of the said T. H. &c. if therefore the said T. H. and his heirs do within, &c. next after the obtaining and recovery of the said lands, tenements and hereditaments, or any parcel thereof, and that he the said T. or his assigns, shall or may be in quiet possession thereof, and upon the request, and at the costs and charges in the law of the said H. C. his heirs, or assigns, make or cause to be made to the same H. C. his heirs, or assigns, to th'only use and behoof of the same H. his heirs and assigns, good, lawful and sufficient conveyance and assurance in the law in fee-simple, of and in the moyety, and one half of the said lands, or of so much thereof as from time to time shall happen to be obtained or recovered, and of and in th'arreages of the same moyty, and one

half of the premises, in such manner and forme, as by the Councel learned in the laws of the said H.C. his heirs or assignes shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incumbrances whatsoever, had, made, committed or done, or to be had, made, committed or done, by the said T. or by any other, by his assent, means, interest, title or procurement, that then, &c.

*A Condition to save one harmlesse from all debts that may be duly demanded, as executor of, &c. and also that one shall seale a Release, when she comes to th' age of, &c.*

**T**He Condition, &c. that if the above bound B. T. & W. T. their executors, administrators or assignes, or any of them, do and shall at all times hereafter, and from time to time, clearly acquit, exonerate and discharge or otherwise well and sufficiently save and keep harmlesse and indemnified the above named I. B. his heirs, executors and administrators, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all debts, duties, bills, bonds, specialties and demands whatsoever, which at any time and times hereafter, shall or may be duly and lawfully demanded or recovered, of or from the said I. B. his heirs, executors or administrators, by any person or persons whatsoever, for or by reason of any reckoning, duty, specialty, debt or demand whatsoever, due, owing or payable by the above named R. T. deceased, to any person or persons whatsoever, and also of and from all costs, charges, suits, arrests, judgements, executions and demands whatsoever, which shall or may happen, come, grow or be unto or against the said I. B. his executors, administrators



frators or any of them, for, upon or by reason thereof, and also if A. T. daughter of the said B. T. and such person as she shall intermarry withal, within one moneth next after she the said A. shall be lawfully married, or shall accomplish her full age of twenty one years, which shall first or next happen, do and shall make, seal and deliver as his, her or their act and deed, a good, sufficient and lawful acquittance, discharge and release under his, her and their hands and seales unto the said I. B. his executors and administrators, of, for and concerning all summe and summes of money, gifts, legacies, bequeaths and demands whatsoever, given and bequeathed unto the said A. in and by the last Will and Testament of the said R. T. the same release to be made in such manner and forme as by the said I. B. his executors or administrators, or his or their counsel shall be reasonably devised or required, that then, &c.

*A Condition for payment of all such moneys, as one late deceased did owe to any person or persons whatsoever.*

**T**HE Condition, &c. that if the above bound B. R. his executors, administrators or assignes, do and shall from time to time, and at all times hereafter, well and truly pay or cause to be paid unto all and every person & persons whatsoever, all and every such debts, duties, reckonings, summe and summes of money and demands whatsoever, as shall be justly and truly due and owing unto them or any of them, by R. P. Esquire deceased, so as the said debts due by the said R. P. and to be paid by the said B. R. do not extend to more then the sum of 742 l. of, &c. which the said S. B. and F. P. have the day of the date hereof, paid

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and delivered to the said B.R. according to an order of the eighth day of this instant *July*, made in the High Court of Chancery, and do and shall also, from time to time and at all times hereafter, well and sufficiently save and keep harmles & indemnified the said Sir B.B. and F.B. & either of them, their and either of their heirs, executors and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person and persons whatsoever, of, for, touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R. P. to any person or persons as aforesaid, without fraud or coven, that, &c.

*A Condition from a Goaler to an under-Sheriffe for saving harmlesse.*

**T**HE Condition, &c. that if the above bound A. B. Deputy-Goaler to T. T. servant to, &c do from time to time receive and take into his ward and custody, within the Goale at the Castle of *Lancaster*, in the County of *Lancaster* aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Goale, or committed to the ward and custody of the said Goaler, by the said Sheriffe or his Deputy, or by any Justice or Justices of Peace, or by any other having lawful authority to commit persons or prisoners to the said Goale, and the same persons or prisoners so committed as aforesaid, do well and truly, duly and sufficiently by his own proper person, or by his sufficient deputy or deputies, so keep, that the said Sheriffe, his heirs and executors, and all the lands, tenements, goods and chattels of the said Sheriffe, be saved harmlesse from all losses, penalties, amerciaments and

and damages whatsoever, as well against the Common-wealth of England, as also against all other person and persons, of, for and concerning the custody and keeping of the said Goale and prisoners within the said Castle of Lancaster, or elsewhere in the said County of, &c. and likewise do discharge, save and keep harmlesse the said Sheriffe, his heirs, and executors, and all those his lands, tenements, goods and chattels, from time to time and at all times hereafter, of and from all and every escape and escapes, as well of convict persons, reprieves and felons, and of all other persons now committed, for any contempts, condemnations, trespasses or misdemeanors, or which may happen, or chance hereafter to be committed to the said Goale, for any the causes aforesaid, during the time that the said A. B. shall be Deputy-Goaler, to the said T. T. and the said T. T. continue Sheriffe, and likewise that if the said A. B. or any other, by his consent, privity or appointment, in any wise let to baile or mainprise, any prisoner or prisoners to him committed as aforesaid, not baylable by the laws of the Realme, without the special commandment or appointment of the said Sheriffe, and if the said A. B. or his sufficient Deputy, be ready to give his attendance upon the said Sheriffe and his Deputy, at all times necessary and convenient, and all and every lawful thing and things, that he shall be required to do by the said Sheriffe or his Deputy, touching or concerning the, &c. affairs and businesse wherewith the said Sheriffe is or shall be charged or employed, in or about the keeping of the said Goale or prison, that then, &c.

**A Condition for the peaceable and quiet receiving of Rent reserved on a demise.**

**T**HE Condition, &c. that whereas the within named T. B. and K. B. by their deed indented, dated the, &c. have, demised, granted, set and to farme let unto, &c. one messuage or tenement, &c. with all, &c. in the County of, &c. for the terme of, &c. from thence next ensuing, and fully to be compleat and ended, for the yearly rent or summe of, &c. of lawful money of England, payable as by the same deed indented, amongst divers other covenants, grants, articles & agreements therein contained more plainly appears, if therefore the within named B. K. his executors, administrators and assignes, shall and may peaceably & quietly have, receive, perceive, take, hold and enjoy the said yearly rent or summe of, &c. and other the premises before in these presents recited, to his and their own only use and behoof, during the natural life of the said K. without any lawful let, suit, trouble, denial, eviction or disturbance of the said K. or of any other person or persons, by her means, assent, consent, right or procurement, that then, &c.

**A Release of a Recognizance assigned to one.**

**T**O all Christian people, &c. P. H. of London Merchant stranger sendeth greeting in our Lord God everlasting, that whereas the Right Honourable W. Earle of Darby, Lord Stanley, Lord of Man and the Isles, T. Ireland of Grayes-Inne in the County of Middlesex Esquire, H. C. of Knowsley in the County of Lancaster, Gent. and Henry Adys of Burton in the County of Dorset, Gent. by their writing of  
recog-

recognizance or statute staple, bearing date the first  
 day of July, &c. taken and acknowledged before Sir  
 I. P. Knight, Lord chief Justice of England,  
 stand bound to Peter Houghton Citizen and Al-  
 derman of London in 3200 l. 00s. &c. payable,  
 as in and by the same writing of recognizance,  
 or statute more at large doth appear, and whereas  
 the said Peter Houghton, by his sufficient deed of as-  
 signment in writing, bearing date the five and twen-  
 tieth day of, &c. in the, &c. did for divers and cer-  
 tain considerations him thereunto especially moving,  
 grant, assigne and set over, unto me the said P. Van-  
 der, aswel the said recognizance or statute, and the  
 said debt of 3200 l. as also all the right, title and in-  
 terest, which he the said Peter Houghton then had,  
 or ought to have had in and to the same, To have and  
 to hold the said recognizance or statute, and the said  
 debt of 3200 l. aforesaid, and all his said right, title,  
 and interest in and to the same, unto me the said  
 P. V. my executors and assignes, as our own proper  
 goods and chattels for ever, as by the said assignment  
 amongst other covenants and clauses therein contain-  
 ed more fully and at large it doth and may appear.  
 Now know ye that I the said P. V. for divers good  
 causes and considerations me hereunto especially mo-  
 ving, have remised, released and quit claimed, and  
 by these presents for me, my executors, administra-  
 tors and assignes, and every of us do remise, release,  
 and for ever quit claim unto the said Henry Adys,  
 his heirs, executors, administrators and assignes,  
 and every of them, the recognizance or statute a-  
 fforesaid, and the penalty and forfeiture thereof, and  
 also all & all manner of actions, arrests, extents, judg-  
 ments, executions, condemnations, *liberates*, seizures,  
 debts and demands whatsoever, which I the said P.  
 V. or the said P. H. or either of us now have, shall,  
 may,

may, might or ought to have against the said H. Adys, his heirs, executors, administrators or assignes, or any of them, or his, their or any of their lands, tenements, goods or chattels, for or by reason of the said recognizance or statute, or of the penalty or forfeiture thereof in any wise, so that neither I the said P. V. nor the said P. H. our executors, administrators nor assignes, nor any of us, any action, arrest, extent, judgement, execution, condemnation, *liberate*, seizure, debt or demand, upon the said recognizance or statute, shall or may from henceforth commence, prosecute or pursue against the said H. Adys, his heirs, executors, administrators or assignes, or any of their lands, tenements, goods or chattels, but shall be thereof utterly debarred and excluded forever by these presents. In witnesse, &c.

*A letter of Attourney to take possession, and to deliver  
a lease upon the ground.*

**B**E it known unto all men by these presents, that I W. D. of, &c. have made, ordained, constituted and authorized, and in my place and stead by these presents have put my well-beloved friend I. D. of, &c. my true, sufficient and lawful Attourney, for me and in my name, & to th' use and behoof of me the said W. D. my heirs and assignes, to enter into all that mannor of, &c. with all and singular the appurtenances, situate and being in K. in the County of S. and now or late in the tenure or occupation of I. A. or of his assignes, and peaceable and quiet possession and *seisin* thereof, for me and in my name, to take, & as my deed deliver unto one E. B. upon the premises or some part thereof, one Indenture bearing date with these presents, made by me the said W. D.



W. D. to the said E. B. mentioning a demise of the premises, for the terme of, &c. from the Feast of, &c. last past, then next ensuing, and fully to be compleat and ended under the yearly rent of, &c. unto which said Indenture I have subscribed my name with my own hand, and sealed it with my seale, and delivered the same as an Escrowe unto the said I. D. to be delivered, as my deed upon the premises or some part thereof, after an entry made by him the said I. D. into the premises or some part thereof, in the name of the whole, and all and every other thing requisite and necessary to be done, in or concerning the premises, for me and in my name, to do as fully and effectually, and in as large and ample manner and forme, to all intents and purposes, as I my self might or ought to do, if I were then and there personally present. And I shall and will ratifie, allow and confirm all and whatsoever my said Atturney shall do or cause to be done, in or about the premises, by these presents. In witnesse, &c.

*A letter of Atturney to take possession of the lands, and the same lands to demise, survey or sell, and to receive, &c.*

**T**O all, &c. R. E. of, &c. G. M. of, &c. and H. L. of, &c. send greeting. Know ye, that we the said R. E. G. M. and H. L. for divers good causes and considerations, us in that behalf moving, have made, ordained, constituted, and in our stead and place by these presents have put and authorized our servants R. N. and H. B. Gent. & either of them our true, sufficient and lawful Attorneys, for us and in our names, & to the use and behoof of us the said R. E. &c. to enter into all those the mannor of, &c. with their rights, members and appurtenances in the Countrey  
of,

of, &c. and into the advousons of or belonging to the same, or any of them; and into every part and parcel thereof, and the said manors, and every or any of them, for us and in our names to survey, & we do by these presents give full power and authority to the said R. N. and H. B. and either of them to be our steward or stewards of the said manors, and every of them, and to keep such Court and Courts of survey, and other Court-leets and law-days, of and upon the same manors or any of them, as to our said Attorneys or either of them, or such other as they or either of them shall appoint, shall be thought fitting, and the same manors, and every or any of them for us, and in our names, to bargain, sell, lease or grant to such person and persons, and for such estate for life, inheritance or otherwise, and for such summe and summes of money, as to our said Attorneys and either of them, shall be thought fit and requisite, to the uttermost and best commoditie and profit of us the said R. E. G. M. and H. L. and the deed and deeds of the same grants and estates, so to be made for us and in our names, to seale, and as our deeds to deliver unto the Parties to whom the same shall be so made, or to any other to their use or uses, and the Counterparts of the same, for us and in our names to accept and receive, and also all such fines, and other summe and summes of money, as shall grow due for the same, for us and in our names, and to the use of us the said R. E. G. M. and H. L. to accept, receive and take, and upon the receipt thereof, any acquittances or discharges for us and in our names, to make, seal and deliver, and also for us and in our names, and to the use of us the said R. E. G. M. and H. L. to collect, gather, receive and take all such rents, duties, heriots, arrearages of rents, and profits of Courts, as are already or shall be due or payable, for, out, of or concerning

cerning the premises, or any of them, giving & granting unto our said Attorneys, and to either of them our full power and lawful authority in, touching and concerning the premises, to do, execute, proceed and finish in all things, in as large and ample manner and forme, as we the said R. E. W. M. and H. I., or any of us, might or ought to do, if we or any of us were then present, and ratifying and allowing whatsoever our said Attorneys or either of them shall do in the premises, or any of them, according to th'intent of these presents. In witnesse, &c.

*A letter of Attorney of a bond, for performance of Covenants of an Indenture of lease.*

TO all, &c. I I. K. of, &c. send greeting, whereas L. B. of, &c. M. A. of, &c. by their obligation, bearing date the, &c. are and stand bound unto me the said I. K. in the summe of, &c. with condition thereupon endorsed, for the true performance of the covenants, rents and payments, mentioned and contained in and by one paire of Indentures of lease, bearing date the day of the date of the said obligation, made between the said I. K. of th'one part, and the said L. B. of th'other part, as by the same obligation & condition may appear. Now know ye that I the said I. K. for divers good causes and considerations, me hereunto specially moving, have given, granted, assigned and set over, and by these presents do give, grant, assigne and set over unto I. C. of, &c. his executors, administrators and assignes, as well the said recited obligation and summes of money therein contained, as all my right, action and demand in and to the same, giving and by these presents granting unto the said I. C. his executors, administrators and assignes, full power and authority from time to time, and

and at all and every time and times hereafter, from and after breach made, and non-performance of the covenants, grants, articles, payments or agreements, which on the part and behalfe of the said L. B. are or ought to be observed, performed, fulfilled, paid and kept, mentioned and contained in and by the said Indenture of Lease, for me and in my name, notwithstanding to th'only use and behoof of the said I. C. his executors, administrators and assignes, to sue, arrest, implead and imprison, and at his and their will and pleasure, out of prison again to deliver and release the said L. B. and M. A. and either of them, their and either of their executors, administrators and assignes, for the breach or non-performance of any the covenants, and all and every summe and summes of money recovered upon or by reason of the said recited obligation, to detain and keep to th'only proper use and behoof of the said I. C. his executors, administrators and assignes, without any accompt therefore to be rendred, or for any part thereof, and I, &c. shall and will ratifie, allow and maintain all and whatsoever the said I. C. his executors or assignes shall do or cause to be done in or about the premises, and I the said I. K. for me, my executors and administrators, do covenant, promise and grant to and with the said I. C. his executors, administrators and assignes by these presents, that neither I the said I. K. my executors or administrators, have released the said obligation, or any summe of money therein contained, nor shall nor will acquit, release or otherwise discharge the same, or any the obligors therein mentioned, their executors or administrators, or either of them, without the special licence, consent and agreement of the said I. C. his executors or assignes in that behalf, first had and obtained In witness, &c.

*A letter of Atturney to receive rent when it shall grow due.*

**B**E it known unto all men by these presents, that I T. B. of, &c. for divers good causes and considerations me moving, have made, constituted and appointed, and by these presents do make, ordain, constitute and appoint R. R. of, &c. my true, sufficient and lawful Atturney and Assignee, for me and in my name, nevertheless to the only use and behoof of the said R. R. to demand, collect and receive of W. R. A. H. and I. D. all that summe of, &c. and of W. T. all that summe of, &c. which said summe of, &c. will be due and payable unto me the said T. B. for one half years rent at, &c. next ensuing the date of these presents; for lands by them holden of me, lying & being in M. aforesaid, giving, and by these presents granting unto my said Atturney, full power and authority, for me and in my name, to take and receive the said summes of, &c. due to me as aforesaid, and the same so had and received, to detain and keep to his own proper use without any accompt therefore to be rendred unto me the said T. B. my heirs or assigns, and also upon the receipt thereof, to deliver unto them an acquittance in my name, testifying the receipt thereof; and I shall and will ratifie, allow and confirme all, and whatsoever my said Atturney shall do or cause to be done, in or about the premisses by these presents. In witnesse whereof, &c.

N

*Handwritten mark*

*A letter of Atturney to take possession of a messuage,  
&c. from the Sheriffe, taken upon an extent.*

**T**O all, &c. I Sir T. B. of, &c. send greeting.  
Know ye that I the said T. B. have made, ordained  
constituted, authorized and appointed, and by  
these presents do make, ordain, constitute, authorize  
and appoint T. W. and H. D. of, &c. or either of  
them, my true and lawful Attorneys or Attorneys,  
joyntly or severally for me and in my name, to take  
and receive of the now Sheriffe of the Countrey of Y.  
peaceable & quiet possession, as well of and in one ca-  
pital messuage, &c. as of and in, &c. all and singular  
which said lands and premisses were lately belong-  
ing unto L. B. Gent. and which the said now Sher-  
riffe hath extended by vertue of a Writ of extent, to  
him directed upon a statute of 200 l. acknowledged  
and entred into by the said L. B. unto me the said T.  
B. giving and by these presents granting unto my said  
Attorneys, or either of them, full power and authori-  
ty for me and in my name, to do, execute, accom-  
plish and finish all and whatsoever shall be needful  
and necessary to be done, in or about the premisses by  
these presents. And I shall and will ratifie, allow and  
confirm all and whatsoever my said Attorneys, or ei-  
ther of them shall do or cause to be done, in or about  
the premisses by these presents, as if I my self were  
then and there personally present. In witnesse, &c.

*A letter of Atturney to receive a legacy, and the same  
to pay in discharge of a bond.*

**T**O all, &c. I R. F. of &c. send greeting. Whereas R. B.  
& R. M. of, &c. together with me, &c. by one obliga-  
tion, &c. (general words of the recital of the bond) now  
know ye, that I the said R. B. for the indemnity and  
saving



saving harmles of the said R. B. and R. M. and either of  
 them, their & either of their executors, administrators  
 and assignes, of and from the payment of the said sum  
 of, &c. unto the said T. C. his executors, administra-  
 tors and assignes, on the said, &c. next coming; And at  
 the place of payment aforesaid, Have made, ordained,  
 constituted, authorized & appointed, and by these pre-  
 sents do make, ordain, constitute, authorize and ap-  
 point, the said W. M. his executors, administra-  
 tors and assignes, my true and lawful Attorney,  
 for me, and in the name or names of me the  
 said R. B. my executors, administrators and assignes,  
 to demand, ask, leavy, recover, and receive of M.  
 B. of, &c. I. T. of, &c. and G. I. of, &c. or any of  
 them, their or any of their executors, administrators  
 or assignes, the full summe of, &c. parcel of such  
 summe of mony as is or shall be due and payable unto  
 me, as a legacy given unto me, in and by the last Will  
 and Testament of W. B. my father, late of, &c. Es-  
 quire deceased, and upon the receipt of the said  
 summe of, &c. to give and deliver unto them the  
 said, &c. or some or one of them, their executors or  
 assignes, one acquittance, bearing date the day of the  
 date hereof, made, sealed and delivered by me to their  
 use, testifying the receipt thereof, and the said summe  
 of, &c. had and received, as aforesaid, thereout to sa-  
 tisfie and pay unto the said T. C. his executors, ad-  
 ministrators or assignes the said summe of, &c. on  
 the said, &c. in discharge of the said recited obligati-  
 on, and the remainder of the same, to detain and  
 keep to th'only use and behoof of me the said R. B.  
 my executors, administrators and assignes, and  
 thereof be accomprable, giving and by these presents  
 granting unto the said R. M. his executors, admini-  
 strators and assignes, full power and lawful authority  
 for me and in my name, stead and place, to do or

cause to be done, all and every such act & acts, thing and things, as he or they shall think meet or requisite to be done concerning the premisses, by these presents, as if I my self were then & there personally present. And I shall and will ratifie, allow and mainrain all and whatsoever the said R. M. his executors or assignes shall lawfully do or cause to be done, in or about the premisses by these presents. In witness, &c.

*A letter of Atturney to make leases of lands, and to make sale of woods and goods, and to make a grant of a Stewardship during pleasure, &c.*

**T**O all, &c. E. M. of, &c. and M. wife of me the said E. daughter and heire of, &c. and sole executrix of the last Will and Testament of T. S. Esquire, deceased, send greeting in our Lord God everlasting. Know ye, that we the said E. and M. for divers good & reasonable causes and considerations us especially moving, have given and granted, and by these presents do give and grant unto our very trusty and wel-beloved friend I. T. of, &c. the office of the stewardship of all those our manors, Lordships, lands, tenements and hereditaments, within the Countreies of, &c. late the lands and tenements of the said T. S. and him the said I. T. steward of the said manors, lands and tenements, do by these presents nominate, appoint, make, create and constitute, to have, exercise, use and hold the said office with the appurtenances unto the said I. T. for and during our will and pleasure, and we do by these presents further give and grant unto the said I. T. full power, liberty, license and authority for us and in our names, not only to demise, grant, let and set out by Copy of Court Roll, according

ing to the customes of the said mannors respectively, to such person or persons, in fee-simple, fee-taile or terme of life, lives or years, and for such fines, rents and services, as to the said I. T. shall be thought meet and convenient, all such coppiehold and customary lands of the said mannors, or any part or parcel thereof, which now are demisable or grantable, or lawfully may be demised, granted or let out, within the said mannors or any of them, but also to do, perform, execute, use and accomplish all and every other act, thing, demise or matter, which any steward or stewards of the premisses, or of any of them, at any time heretofore might or could do, or which we may or can in any wise licence or authorize the said I. D. or give commission or power unto him, to do, execute, performe or undergo. And furthermore we the said E. and M. for divers good considerations, and upon mature advice and deliberation have given and granted, and by these presents do give and grant unto the said I. T. and our trusty servants, I. E. and C. B. or to two of them, whereof the said I. T. to be one, full power, liberty, license and authority, for us and in our names by writing indented or otherwise, to demise, grant, let and set out, for life, lives or years, all and singular the said lands, tenements and hereditaments, or any part and parcel thereof, to such person or persons, and for such summe and summes of money, and for such rents and services, and with and under such covenants, conditions, limitation, articles and agreements, in such manner, order, forme and sort, as to the discretion of them the said I. T. I. E. and C. B. or of two of them, whereof the said I. T. to be one, shall seem meet and convenient; and also to grant, bargain and sell the woods, trees and underwoods of the premisses, and every or any part or parcel thereof, and to grant,

bargain and sell all such goods, chattels and substance, which we, or either of us have, or ought by any means or title to have within the said Counties, to such person or persons, and for such summe and summes of money, and in such manner and forme as to the said I. T. I. E. and C. B. or two of them, whereof the said I. T. to be one, shall be thought good and reasonable. And moreover we the said E. and M. have named, appointed, ordained and constituted the said I. T. &c. or two of them, whereof the said I. T. to be one our true and lawful Attorneys, to ask, demand, recover, leavy, receive and gather in our names and to our use, not only all such rents, and arrearages of rents, debts, duties and services, that by any means, degree or sort, are due or payable unto us, or either of us, or that we ought or should have of any person or persons within the said Counties, and in our names or in the name of either of us, as the case shall require, to sue, arrest and implead such of the said persons, as will not make payment of the said rents, services, debts and duties, and of every of them, and to sue execution upon any condemnation in that behalfe, and also in our or either of our names, to make, seale and deliver releases, acquittrances, or other discharges, of or for the said rents, debts, duties and services, in every or any of them, to any person or persons in such manner, sort and forme, as to the said I. T. &c. or to two of them, whereof, &c. shall be thought meet and convenient, and whatsoever the said I. T. shall do, in, for or touching the demising, granting or setting out of the said coppiehold or customary lands, or as steward of the premisses as aforesaid, and whatsoever the said I. T. &c. or any two of them, whereof, &c. to be one, shall do, use or cause to be done, in, for or touching any other thing or matter before mentioned,

tioned, we do by these presents grant and promise, for us, our heirs, executors and administrators, to establish, ratify, confirme, stand to, allow and avow as fully and as perfectly, to all intents, constructions and purposes, as though the same were done by us our selves actually in our proper persons. In witness, &c.

*A Warrant for an Atturney to confesse a judgement in case satisfaction be not made by a certain day.*

**M**After *Barnet*, Whereas I E. F. Esquire, together with C. D. &c. am and stand bound by obligation in the summe or penalty of, &c. conditioned for payment of, &c. at a certain day long since past; if in case I the said E. F. my, &c. do not well and truly satisfy and pay, or cause to be paid unto the said G. B. his, &c. all such summe or summes of money, as shall be due to him upon the said last recited obligation, on or before the, &c. next ensuing the date hereof, then I the said E. F. do hereby give warrant and authority, unto you the said R. B. or any other of the Atturneys of the Court of th'Upper Bench at *Westminster*, to appear for me in the said Court of th'Upper Bench at *Westminster*, unto an action or suit there to be brought or commented against me the said E. F. by the said G. B. his, &c. upon the said obligation, and to acknowledge and confesse a judgement upon the said obligation, in *Michaelmas* terme next ensuing the date hereof, and this shall be your sufficient Warrant for the same. In witness, &c.

To T. S. and R. B. Attorneys in the Court of the  
Upper Bench at Westminster, jointly and  
severally, and to any other Attorneys  
of the said Court.

**W**Hereas I A. B. of, &c. do stand bounden by  
obligation, bearing date the day of the date  
hereof, unto C. D. &c. in the summe of, &c. condi-  
tioned for the payment of, &c. on the, &c. next en-  
suing, &c. as by the same, &c. Now I do hereby au-  
thorize the said Attorneys, or either of them to ap-  
pear for me, and to accept and take a declaration on  
the said obligation, and to plead *non sum informatus*  
to the same. And I do agree, that if the said, &c. be  
not paid according to the tenor of the condition of  
the said, &c. then judgement is to be entred, then as  
now for the said, &c. and I do also hereby release un-  
to the said C. D. all errorr and errorrs touching the  
said judgement and proceedings thereupon to be had.  
And I will not release or revoke the authority  
and power hereby given to my said Attorney. In  
witness, &c.

*A release of an extent by an Administratrix.*

**R**Eceived by me Grace H. widow, Administratrix  
as well of the goods and chattels of William Blithe,  
Gent. as of E. T. Spinster deceased, the summe of,  
&c. of, &c. being the consideration money, which  
the said H. H. payeth to me for the vacating and dis-  
charging of an extent upon a statute of, &c. hereto-  
fore acknowledged and entred into by I. D. Gent.  
unto the said W. S. and also for the buying in and  
com-



compounding of the said extent, by vertue or colour of the said statute, and also for all my interest & demand in the same statute and extent, of which said summe of, &c. I do hereby acknowledge the receipt, and by these presents do for me, my executors and administrators, remise, release and for ever quit-claim unto the said I. D. the said statute and extent, and all manner of proceffe or proceedings whatsoever, occasioned by reason of the said extent. In witness, &c.

*A Release of a Bond, it being lost.*

**TO** all Christian people, &c. I M. Langton of, &c. send greeting, &c. Whereas R. L. S. L. and T. W. by their obligation, bearing date (recite the bond) as by the same obligation appeareth; and forasmuch as the said summe of, &c. together with all such summe and summes of money as are due for the interest and forbearance, are and is well and truly satisfied and paid unto me the said M. L. in full discharge of the said recited obligation, which said obligation is lost and cannot yet be found: Now know all men by these presents, that I the said M. L. have remised, released and quit-claimed, and do hereby for me, my executors and administrators, remise, release, and for ever quit-claim unto the said R. L. S. L. and T. W. and every of them, their and every of their executors, administrators and assignes, and every of them, as well the said recited obligation, and all such summes of money as are therein mentioned, to be due and payable unto me the said M. L. my executors, administrators or assignes, as also all and all manner of actions and suits, cause and causes of actions and suits, accompts, debts, reckonings, summe and summes of money, judgements, executions and demands whatsoever, which I the said M. L.

**L.** ever had, now have, or that I, my executors, administrators or assignes, or any of us in time to come, can or may have, to, for or against the said R. E. S. L. and T. W. or any of them, their or any of their executors, administrators or assignes; for or by reason of the said recited obligation, or any other matter, cause or thing whatsoever, concerning the premises from the beginning of the world until the day of the date hereof. And I the said M. L. do for me, my executors, administrators and assignes, covenant, promise and agree, to and with the said R. L. S. L. and T. W. and every of them severally, their and every of their severall, &c. and to and with every of them by these presents, that if I the said M. L. my executors or assignes, or any of us at any time or times hereafter, do find, or can have or obtain the said recited obligation, being lost as aforesaid, that then I the said M. L. my executors, administrators or assignes, or some of us shall and will within two moneths next after the said obligation shall be found as aforesaid, deliver and restore, or cause to be delivered and restored the said obligation, unto the hands of them the said R. L. S. L. and T. W. or some or one of them, their, &c. or some of them. In witnesse, &c.

*A Release of all legacies and demands given and bequeathed by ones last Will and Testament.*

**K** Now all men by these presents, that I E. T. of &c. widow, have remised, released and quit-claimed, and by these presents do for me, my executors and administrators remise, release and for ever quit-claim unto I. B. Gent. and H. H. Citizen, &c. executors, &c. and either of them, their executors, administrators, assignes, of and from all legacies, gifts, be-

bequests, sum and sums of money and demands whatsoever, bequeathed and given unto me the said E. T. in and by the last Will and Testament of R. T. &c. deceased, and of and from all manner of actions & suits, cause and causes of actions and suits, summe and summes of money, debts, duties, reckonings, accompts and demands whatsoever, which I the said I. T. ever had, now have, or that I, my executors or administrators, can or may at any time or times hereafter, have, challenge or demand against the said I. B. and H. H. or either of them, their or either of their executors, administrators or assignes, for or by reason of any matter, cause or thing whatsoever from the beginning of the world until the day of the date hereof. In witness, &c.

To I. K. &c. one of the Attorneys, &c.

I A. B. do hereby desire you, and do give you full power, licence and authority to appear for me, and for, &c. in the said Court, as of this last M. terme in an action of debt, for, &c. at the suit of, &c. upon an obligation conditioned for the payment of, &c. in which said obligation I stand bound as principal. And this shall be your sufficient Warrant in that behalfe. In witness, &c.

*A Warrant to acknowledge satisfaction.*

**W**Hereas there is one judgement depending in the Court of Common Pleas at *Westminster*, of *Trinity*-terme in the, &c. against I. F. of, &c. Esquire, for 500 l. debt, besides costs of suite for Sir H. H. Knight, as by the Records of the said Court more at large may appear. These are therefore to authorize and give full power to you and either of you

you, to acknowledge satisfaction upon the said judgment, and for your so doing this shall be your sufficient warrant irrevocable. Witness, &c.

To R. P. and R. S. or any other Attorney of the Court of Common Pleas at Westminster.

*A Condition for the truth of a Merchants Apprentice, and that he shall give just accompts on demand, and pay what he shall fall short in.*

**T**HE Condition, &c. that whereas the within named H. S. at the instance and request of the within bound Sir S. A. hath accepted and taken T. A. sonne of the said S. A. to be the Apprentice of him the said H. S. for the terme of, &c. to be commencing from the day of the date within written, as in and by the said Indenture, &c. if therefore the said T. A. his executors and administrators, do from time to time hereafter, upon every reasonable request, in that behalf to him or them to be made by the said H. S. his executors, administrators, servants, factors or assignes, or any of them yield, make or deliver up just and true accompt and accompts, and duly discharge him and themselves unto the said H. S. his executors, administrators, or assignes, of, for, from and concerning all, &c. such wares, goods, moneys, merchandizes, specialties, bills of debt, and other things, which shall be committed, or come to the hands, charge, possession or disposition of the said T. A. by reason or means of his said service, either in the parts beyond the Seas, or on this side. And in case it shall happen or fortune that he the said T. A. at any time or times during the said terme, to imbeazle,  
steale

steale, purloine, mispend, or unlawfully to detaine, consume or make away, any of the moneys, wares, goods, merchandizes, commodities, specialties, bills of debt, and other things which do or shall belong or appertain to the said H. S. or any his partner or partners, his or their or any of their executors or administrators, or to any other person or persons, wherewith he or they or any of them, are or shall be in any wise charged or chargeable, if then and so often the said Sir S. A. his heirs, executors, administrators or assignes, or any of them from time to time hereafter, always within two moneths, next after notice and knowledge in that behalfe, in writing to him, them or any of them, to be made or given by the said H. S. his executors, administrators or assignes, do well and truly make or cause to be made unto the said H. S. his executors, administrators or assignes, at or in, &c. sufficient recompence and satisfaction, in good and lawful, &c. for all such goods, wares, monies, merchandizes, specialties, bills of debt, and other things, which upon any account or otherwise shall truly appear or be found to have been by the said T. A. so imbeazled, stolne, purloyned, mispent, or unlawfully consumed, detained or lost as aforesaid; and further if the said T. A. do not at any time or times hereafter, during the said terme, unlawfully depart or absent himself out, of or from the service of the said H. S. his Master; without his licence or consent in that behalf first had and obtained, nor do at any time or times hereafter, merchandize or trade for himself, or undertake to do any businesse or businesses, in the trade of merchandizing, for any person or persons, nor accept or pay any bill or bills of, or give bill or credit for any person or persons, unless it be by and with the like consent or licence of the said H. S. his executors, or ad-  
mini-

ministrators, in that behalf first had and obtained in writing, that then, &c.

*A Lease of a Warren of Conies.*

**T**HIS Indenture made &c. between A. B. of, &c. of th'one party, and C. D. of, &c. of the other party, witnesseth, that the said A. B. for, &c. hath demised, granted, and to farme letten, and by these presents doth, &c. unto the said C. D. his, &c. all that his ground and game of Conies being, &c. in the C. of K. and all the Conies in the said ground, being with the increase, gaines, profit and advantage, from time to time arising, coming, growing and renewing of the said Conies in the same ground being, and to the same ground belonging, there to hunt hey-ferrit and pitch nets, or otherwise to use for the most benefit and advantage of the said A. B. and his assignes, that he can and may devise in as large, ample and beneficial manner and forme as the said A. B. or any other person or persons heretofore, have had, held, used, occupied or enjoyed the same, *To have and to hold* the said ground and game of Conies in the same being and to the same belonging, with all the gaines, profits and advantages to the same belonging, and renewing as aforesaid, unto the said C. D. his executors and assignes, from the, &c. yielding, &c. a covenant on the tenants part to do reparations on the Warren-house, and on the fences, ditches, hedges and mounds. And at the end, &c. to leave the Berry and Cony-clappers sufficiently covered with thorne, and also the same ground and Berry of Conies sufficiently replenished and stored with Conies. Covenants for enjoying, &c.



*A licence to hawke, hunt and fish.*

**T**O all Christian people, &c. I Dame O. S. of,  
 &c. send greeting. Know ye that I the said O.  
 Lady S. for divers good causes and considerations  
 me hereunto specially moving, have given and grant-  
 ed, and by these presents do give and grant unto Sir  
 T. L. of, &c. Knight, and his assignes, full, free  
 and absolute power, liberty, licence and authority,  
 to hawke, hunt, fish and fowle, from time to time,  
 and at all times hereafter, at the will and pleasure of  
 him the said Sir T. L. and his assignes, for and du-  
 ring the natural life of me the said O. Lady S. in, up-  
 on and within the mannor or Lordship of M. Super  
 S. in the said C. and in and upon all the lands and  
 grounds thereof, and within the bounds, precincts,  
 limits and circuits of the same, in as full, free,  
 ample and beneficial manner and forme, as I my selfe  
 might or could do, in all and every respect or degree  
 whatsoever or howsoever, and without any manner of  
 lett, denial, contradiction or interruption of me the  
 said O. Lady S. or of any other person or persons  
 whatsoever, in, by or through my act, means, con-  
 sent, privity or procurement. And I the said O. Lady  
 S. do covenant, promise, grant and agree, to and with  
 the said Sir T. L. and his assignes by these presents,  
 that it shall and may be lawfull, to and for the said Sir  
 T. L. and his assignes, from time to time, and at  
 all times hereafter during my natural life, as occasion  
 shall be offered, to have and take as well all and every  
 the netts and other Engines and instruments of what  
 kind soever, as also all the doggs and spaniels of what-  
 soever sort or kind, of all or any persons whatsoever,  
 that

that shall at any time or times hereafter hawke, hunt, fish or fowl, within or upon the said Lordship or Mannor or of M. *super* S. or within or upon any part or parcel thereof, without the licence and consent of the said Sir T. L. or his assignes, or some of them thereunto first had and obtained, he the said Sir T. L. or his assignes delivering or causing to be delivered unto the Bayliffe or Steward for the time being, of me the said O. Lady S. of the said Mannor or Lordship of M. *super* S. the aforesaid nets, engines, instruments and dogs, so to be taken as aforesaid, to be used, bestowed and imployed, to and for th' use and behoof of me the said O. Lady S. in such manner and form as I the said Lady S. or my assignes shall think fit. In witnesse, &c.

*A Lease of Cole-mines.*

**T**HIS Indenture made the, &c. between I L. of &c. and A. B. of, &c. witnesseth, that the said for and in consideration of, &c. hath demised, granted, and to farme lenten, and by these presents doth, &c. unto the said A. B. M. all and all manner of mines, pits and veines of cole now open and known, or that may be found out by digging, sinking or otherwise howsoever, lying and being in certain lands, called or known by the name of, &c. within the manor of, &c. with free liberty to and for the said A. B. his executors and assignes from time to time, and at all times during the terme hereafter mentioned, to dig, search, sink, trench and mine, in and upon the said lands called W. and every part and parcel thereof, at his and their wills and pleasure, for the searching out, having and taking up of coles, and the same so trenched, digged and found, to take and carry away from time to time, and at all times during the terme by

by these presents demised, except and always reserved, unto the said J. L. his heirs and assigns, all and all manner of quarries heretofore demised, by the said J. L. to C. D. of, &c. *To have and to hold* the said mines and pits of coles, with free liberty of digging, trenching, searching and carrying away the same, with all and singular other the premises except before excepted unto the said A. B. his executors, administrators and assigns, from the Feast of, &c. unto, &c. yielding, &c. and if it happen the said yearly rent of, &c. to be behind, &c. and the said A. B. for himself. &c. covenanteth, &c. that he the said A. B. his executors, administrators or assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said terme of, &c. so long as any such mine or pit shall be digged or trenched, for searching out of coles as aforesaid, fill up the said mine or pit with meaner earth, and then level the same in such sort again, as the same may not be to the annoyance of the Occupiers of the said lands, called W. or any of them. In witness, &c.

*A letter of Licence,*

TO all Christian people, to whom these presents shall come, We A. B. of London Alderman, R. L. I. D. and I. P. Merchants, &c. send greeting in our Lord God everlasting. Whereas I. C. Citizen and Vintner of London, (for and by reason of the commerce, divers contracts, agreements, and other causes between him and us the above named persons, *passend had*.) standeth and is severally indebted unto us the said A. R. R. L. I. D. and I. P. and others, in divers and sundry great summes of money, as by several obligations and writings under his hand and seal un-

to us severally made, and otherwise it doth and may appear. Now know ye that we the said A. R. R. L. I. D. and I. P. and the rest, for divers and many good and charitable causes and considerations especially moving, Have given and granted, and by these presents do give & grant full licence and liberty unto the said I. C. quietly and freely to go about, attend and negotiate, as well his own private affairs, businesse and causes, as also all other matters and things whatsoever he hath, or shall have to do for any other person or persons whatsoever, as wel within the City of London, as within all other the, &c. at all and every time & times, from henceforth, for and during the space of, &c. to begin at the Feast of, &c. next ensuing the date hereof, without any manner of let, disturbance, molestation, stay, arrest, attachment or suit of his person, or of his goods, chattels, money, merchandizes, or of any other commodities or appurtenances whatsoever, by us the said, &c. or any of us, or by th' executors or administrators of any of us on this side, or within the said space, time or liberty of, &c. and we the said, &c. are not only contented and agreed, to give and grant this our present licence and respite to the said I. C. for the payment of his said debts, but also every one of us for his part, doth by these presents freely and clearly release, remit, quit-claim and forgive unto the said I. C. all and every such summe and summes of money, as he the said I. C. at this present doth severally owe unto us, in case any of us at any time or times, during and within the said space of, &c. as aforesaid, shall do, move, procure, practise or attempt, or cause to be by any ways or means, any manner of act or acts, thing or things to be done, moved, procured, practised or attempted against the said I. C. or his goods, chattels, money, merchandises, or any other of his things whatsoever, contrary to the  
pur-

purpose, true meaning, tenor and effect of this our present licence and grant. And further our meaning and intent is, that after the said, &c. shall be fully, &c. expired, we do by these presents give and grant licence to the said I. C. that if he, his executors, administrators or assignes, do from thenceforth yearly, at the end of every year, for and during the terme of, &c. pay or cause to be paid unto us the said several Creditors, or to the several executors, administrators or assignes of us and every of us, the full fourth part of the debt to us and every of us owing, that then we nor any of us, nor any other by our or any of our means or procurement, shall do any thing or act against the said I. C. or any of his goods, chandels, mo-neys, merchandizes, or any other of his things whatsoever.

*An Indenture upon the choosing of a Burgesse to serve in Parliament.*

THIS Indenture, &c. between H. D. &c. High Sheriff of the County of, &c. of the one part, and H. B. and R. G. &c. Burgesses and Burrough-men of the Burrough and Town of, &c. of th' other Party, witnesseth, that the said Burgesses and Burrough-men according to the Proclamation made by the said Sheriff for the election of Burgesses in every Burrough or Town within the said County, have the day of the date hercof at A. aforesaid, elected, named and appointed H. B. and R. G. Esquires, Burgesses of the said Town of A. and they to give their attendance, advice and counsel at the High Court of Parliament to be holden at Westminster the, &c. next coming. In witness whereof the said Burgesses and Burrough men to these present Indentures have put their

their seals, and subscribed their names and marks  
the, &c.

*A Testimonial for relief of one that had his house and  
goods burnt.*

**T**O all Christian people, &c. Know ye that we  
Sir I. T. Sir T. G. Knights, T. W. E. P. &c.  
Esquires, for the succouring and relieving of our  
poor distressed brother S. S. of, &c. do by these our  
writings testifie, declare and bear witnesse, that on  
Friday the tenth of, &c. the said S. S. being at  
Wakefield market, travelling for his livelyhood, a  
sudden and lamentable fire happ'ned, which burnt  
down his dwelling house with all his goods therein,  
and his Barne wherein was all his corne and hay, to  
the utter undoing of the said S. his wife and small  
children. Now for that the said S. was an honest  
painful man, and is now brought to so great misery  
and distresse, that he knoweth not where nor how to  
provide for his wife and children, without the chari-  
table relief of well-disposed Christians, therefore we  
pray and desire all charitable and godly-minded per-  
sons to help, succour and relieve the said S. with  
their charity towards his livelyhood, and in recom-  
pence of his losses, and in so doing they shall oblige  
us to shew like charity to any of their neighbours  
in their distresse and necessary. In witnesse, &c.

*The beginning of a Demise of Coppiehold lands, &c.*

**T**HIS Indenture, &c. witnesseth, that whereas a  
Court-Baron, holden for the mannor of, &c. on  
the, &c. last past, the Lord of the said mannor by,  
&c. the Steward, did give licence to the said I. T. to  
demise



demise and grant the messuage, lands and tenements hereafter in these presents mentioned, unto any person or persons for the terme of 21 years, from the Feast of, &c. then last past, as by the Rolls of the said Court appeareth, now the said I. T. in pursuance of the said licence to him granted as aforesaid, and for and in consideration of the summe of, &c. to him, &c. hath demised, granted, and to farme letten, and by these presents, &c. all that coppiehold, messuage or tenement, with th'appurtenances, commonly called or known by the name of, &c. scituate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Pro ut in ordinary lands, &c.*

*A Release from two joynt Purchasers, to the other two.*

**T**O all to whom these presents shall come, Sir T. W. of, &c. Knight, and T. S. of, &c. Esquire, send greeting. Know ye that the said Sir T. W. and T. S. for good considerations them hereunto moving, have remised, released, and for ever quit-claimed, and by these presents do for them and either of them, their and either of their heirs, remise, release and for ever quit claim, unto, &c. their heirs and assignes, all the state, right, title, interest, claim and demand whatsoever, of them the said Sir T. W. and T. S. of, in and to all that the mannor or Lordship of, &c. with the rights, members and appurtenances therof, and of, in and unto all and singular other the manors, Lordships, lands, tenements and hereditaments, which in and by one Indenture inrolled in the Chancery bearing date the, &c. made between the Right Honourable, &c. of the one part and the said, &c. on th'other part, were granted, bargained and sold, or mentioned or intended to be thereby granted, bargained and sold unto the said, &c. and their heirs, and of, in and unto every

part and parcel of them, every or any of them. In  
witness, &c.

*A sale of goods to the Plaintiff leavied upon a sciri  
facias by the Sheriffe Bayliffe.*

**K** Now all men, &c. that I G. B. Bailiffe of the  
Wapontake of, &c. in the County of, &c. by  
vertue of the Writ of *sciri facias*, to the Sheriffe of the  
said County directed, Have leavied of the goods and  
chattels of, &c. the summe of, &c. part of a debt due  
to, &c. and leavied by vertue of the Writ aforesaid to  
his use. In full satisfaction of which said summe of,  
&c. I do by vertue of the Writ and Warrant to me  
directed as aforesaid, assigne, sell and set over unto  
the said, &c. all the goods and chattels in the ap-  
prizement hereto annexed, nominated at the rate of,  
&c. to have, &c. the said goods and chattels, to him,  
his heirs, executors and administrators, as his own  
proper goods and chattels, as fully and absolutely as I  
the said G. B. might, could or ought to do by force  
and vertue of the said Warrant and Apprizement, or  
otherwise howsoever. In witness, &c.

*A Lease of goods leavied by the Sheriffe upon  
Judgement.*

**T** His Indenture made the, &c. between M. F. of,  
&c. of the one part, and I. F. of, &c. of the other  
part. Whereas the said M. F. did in *Michastmas*  
terme in the, &c. by due course of law, obtain and re-  
cover one judgment in the Court of Kings Bench, now  
called the Upper Bench at *Westminster* against the said  
I. F. for the sum of, &c. debt and costs of suit, as by the  
Records remaining in the said Court, *Rot. 237.* where-  
unto relation being had, more at large it doth and may  
appear;

appear; and whereas Sir I. S. Sheriffe of the said County of, &c. did on or about the, &c. by vertue of a Writ of *sciri facias* upon the said judgement to him directed, returnable, &c. leavie of the goods and chattels of the said I. F. the summe of, &c. in part of satisfaction of the said Judgment, which goods and chattels were sold by the said Sheriffe or his Deputy unto the said M. F. as by a particular Schedule or Inventory hereunto annexed appeareth. *Now this Indenture witnesseth,* And it is fully concluded & agreed by and between the said Parties to these presents, in regard the said goods and chattels mentioned in the said Schedule, cannot be presently sold for the best benefit and advantage of the said M. F. that the same goods and chattels, shall remain and continue in the custody and possession of the said I. F. for the use and behoof of the said M. F. his, &c. for and during the space and time of six moneths, next after the date hereof, and if any of the said goods and chattels, mentioned in the said Schedule hereunto annexed, have been already or hereafter, during the said space of six moneths, shall be sold or disposed of by the said J. F. his executors, administrators or assignes, then he the said I. F. for himself, his executors and administrators, and for every of them, doth by these presents covenant, promise, grant and agree, to and with the said M. F. his executors, administrators and assignes, to give a just and true accompt or accompts, together with the proceed or increase thereof in writing, upon request made, and to pay or cause to be paid unto him the said M. F. his executors, administrators or assignes, all such summe or summes of money as shall be found due upon the said accompt or accompts, so to be made or given, and at the end or expiration of the said terme, shall and will well and truly deliver, or cause to be delivered unto the said

M. F. if the said I. F. his executors, &c. shall be thereunto required, the residue and remainder *in specie*, with the proceed and increase thereof of all such goods and chattels, mentioned in the said Schedule or Inventory, as shall be so sold or undisposed of, the said M. F. his executors, administrators or assignes, allowing in the mean time unto the said I. F. his executors or administrators all the benefit and advantage of the wool, milke and work of the cattel, comprized in the said Schedule hereunto annexed, and the use of the other goods comprized in the said Schedule or Inventory, for the pains and care of the said I. F. to be taken in and about the selling, disposing and keeping of the said goods and chattels, or any of them. In witness, &c.

*A Lease of lands in the Barbadoes.*

**T**HIS Indenture made, &c. between R. C. of, &c. and M. S. of, &c. witnesseth, that the said R. C. for divers good causes and considerations him hereunto specially moving, hath demised, granted and to farme letten, and by these presents doth demise, grant and to farme let unto the said M. S. all that his one share, part and portion of land, containing in all by estimation forty acres of land, be it more or lesse, situate and being in, &c. as the same was lately & now is separated and divided from other lands now inhabited by the English Merchants and Planters or their assignes, and allotted unto the said R. C. for one of his shares of his adventure, with the said company of the said Island, and now are or late were in the tenure or occupation of R. P. or his assignes, and also one acre of land being part or parcel of, &c. lying within, &c. likewise allotted unto the said R. C. for another share of his adventure to the said Island, the same

same acre of land to be measured, and set out in some convenient place of the said share of land, adjoining upon or near unto the fresh water, together with free ingresse, egress, regresse, way and passage to and for the said M. S. his executors, servants and assignes, by and through, &c. at all convenient times, and by all fitting and convenient ways and passages, to fetch water from the springs and rivolers thereunto adjoining as need shall require. *To have and to hold* the said share of land and acre of land, and all other the above-demised, or meant, mentioned or intended to be demised premisses, with their and every of their rights, members and appurtenances unto the said M. S. his, &c. from, &c. for and during the terme of, &c. M. S. his, &c. yielding and paying therefore yearly and every year during the said terme of, &c. unto the said R. C. his, &c. the moyety or one half part of all the profits and gains whatsoever, which shall yearly be made or raised by, or by means of the digging, setting, planting, sowing, manuring or imploying the said lands and premisses above by these presents demised or meant, or mentioned to be demised, and every or any part thereof, or by any other ways or means whatsoever, the same to be yearly and every year, once or oftner, (as shipping may conveniently be had) sent into England, to and for the use of the said R. C. his heirs and assignes, for and in full satisfaction and payment of all manner of rents whatsoever, and the said M. S. for him, his, &c. doth covenant and grant to and with the said R. C. his, &c. by these presents, in manner and forme following, that he the said M. S. shall and will once in every year yearly or oftner, during the said terme hereby granted, and as shipping may be conveniently had as aforesaid, *make and send* unto the said R. C. his heirs or assignes, a just and true

true accompt how the same lands and premisses hereby demised, have until that time been employed and used, and likewise with the same accompt shall and will send and deliver, or cause to be delivered unto, and for the use and behoof of the said R. C. his heirs and assignes, unto the City of *Loudon*, the said moyety or one half part of all the increase, profits and gains above by these presents reserved, which shall happen to be accrued or risen, by means of the husbanding and employing of the said lands and premisses by these presents demised, & also shall and will from time to time send and deliver together with the said rent above reserved, unto the said R. C. his executors or assignes all th'other moyety or half part of all the profits and gains, which shall happen to be accruing and arising, by means of the said husbanding and employing of the said lands and premisses in sort as is aforesaid, or so much thereof over and above the said rent as shall be due and payable by vertue of these presents, until the summe of, &c. shall be fully satisfied and paid unto the said R. C. his, &c. which summe he the said R. C. at and before the enscaling of these presents, did disburse and lay out, for the furnishing of the said M. S. with implements, utensils and other necessities, to be used and employed in and about the manufing, managing and dressing of the said lands above mentioned to be demised. And further that he the said M. B. his executors, administrators or assignes, or some of them shall and will from time to time, and at all times hereafter during the continuance of this demise, in good order of husbandry, set, sowe, plant and imploy the lands and premisses hereby demised to the best advantage, according to the custome of the countrey there used and to be used; And also shall and will at his and their own proper costs and charges, erect, build and set up in  
 good



good order of workmanship one convenient house upon some most commodious place of the premises. And further that he the said M. S. his, &c. shall not and will not at any time or times hereafter, during the continuance of this present lease, demise or grant the premises to any person or persons whatsoever, for and during the term hereby granted, or any part thereof, without the licence of, &c. or make any wilful waste or spoil upon any the Cedar or Timber-trees now standing, growing or being, or which at any time hereafter shall stand, grow or be upon the premises or any part thereof, other then for their necessary use. Covenant for reparations and for quiet enjoying, &c. provided always, that if it shall happen the said yearly rent to be behind, &c. or if default shall be made of or in performance of any the covenants, grants, articles, payments and agreements herein contained on the parts, &c. that then and from thenceforth it shall and may be lawful, &c. In witness, &c.

*A Lease from a Company.*

THIS Indenture made, &c. between, &c. witnesseth, that the said Mr. and foure Wardens, by and with the assent and agreement of the more part of the most ancient and discreet persons of the said Fraternity, their Assistants, as well for and in consideration of the summe of, &c. have demised, &c. all that their messuage, &c. *To have and to hold*, &c. yielding, &c. A Covenant for reparations for emptying the sedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glasse windows, wainscot, partitions, and such like, as shall be fixed, fastned and set within or about the premises, and are not removable by the custome of the City of London, without defacing, spoiling or de-

destroying the same, and that it shall and may be lawful to and for the said Master, &c. their Rent-gatherer, officer and assignes, to enter and come into and upon the premisses, there to view, search and see the estate of the reparations of the same, and of the decays and defaults there found, to give or leave warning at the premisses aforesaid, to and for the said L. W. his, &c. to repaire and amend all and every the said decays and defaults within the space of, &c. Provided always, that if it shall happen the said yearly rent of, &c. or if the said L. W. shall grant, assigne or set over his, &c. to any person or persons without the &c. or if the reparations of the premisses, or any part thereof, shall not be made & done within the space of, &c. above limited for the doing of the same, that then and from thenceforth in every or any the cases aforesaid, this present lease & term of years shall cease, determine and be utterly void, and that then or at any time after, it shall and may be lawful to and for the said Master and foure Wardens of the Fraternity aforesaid, and their successors for the time being, and their rent-gatherer, officer, or other certain Attorney in their name and to their use into the premisses above-demised, with th'appurtenances to re-enter, and the same to have again, &c. and the said L. W. and all other occupying, &c. thereof thereout to expel, &c. In witnesse, &c.

*A Lease from a Parson and Church-wardens with a Covenant for building, &c.*

**T**HIS Indenture made between G. G. Dr. of Divinity, Parson & Proprietor of the parish Church of, &c. I. M. and C. H. Church-wardens, of the goods, works, rents & ornaments of the said parish Church of th'one part,

part, and C.L. of, &c. of th' other part, witnesseth, that the said Deane and Chapter, and Church-wardens, with the whole assent and consent of the Parishioners of the said parish, for divers good causes and considerations them thereunto specially moving, hereafter in these presents mentioned, viz. as well for the new building and erecting of one tenement which is ruinous and in decay, hereafter in these presents by them demised to the same W. as also for the increase of the yearly rent of the said tenement, being lately demised to, &c. deceased, have demised, granted and to same letten, &c. unto the said W. N. all that tenement with a garden lying on the back-side thereof, belonging to the parish of, &c. late in the tenure of, &c. situate in, &c. between, &c. which said tenement and garden, on the South-part thereof, containeth in length from, &c. eighty foure foot of assize, and in Breadth from the North-corner of, &c. to the, &c. twenty foot of assize, and in length from the East-end of, &c. and from the South-corner of, &c. to, &c. nineteen foot and two inches of assize, and all rooms, chambers, sellers, sollers, houses, gardens, yards, entrys, easments, and all other edifices and buildings, with all and singular their appurtenances whatsoever to the said tenement and garden belonging or appertaining, in as large and ample manner as the same were demised, used and occupied by the said, &c. his assignes or any of them. *To have and to hold*, &c. yielding, &c. unto the Church-wardens of the parish for the time being, and to their successors for the use of the said Church, the summe of, &c. at the, &c. And whereas the said tenement is at this present in utter ruine and decay, and not meet to be inhabited, therefore the said W. N. for the consideration before-mentioned, doth for him, his, &c. covenant and grant to and with

with the said Church-wardens, and their successors, Church-wardens of the said parish by these presents, that he the said W. N. his, &c. shall and will for his most benefit and commodity, erect and new build the said tenement, with good and well seasoned timber within the space of, &c. and the same so erected and built, shall and will sufficiently repair, maintain and keep, with all manner of reparations in and by all things whatsoever, as often as need shall require, during the said terme. Covenant for re-entry, upon non-payment or not repairing. Covenant for quiet enjoying. *Et similia.*

*A Lease from a Town or Corporation to commence at the end of a former with several Provisoos.*

**T**HIS Indenture made between the Major, Bayliffs and Burgesses, of the Burrough and Town of, &c. in, &c. and H. T. of, &c. witnesseth, that the said Major, Bayliffs and Burgesses, by and with one full assent, consent and agreement, as well for and in consideration of the summe of, &c. to be paid unto the said Major, Bayliffs and Burgesses at the commencement of this present lease, as also for divers, &c. and for and upon the conditions and provisoos hereafter in these presents expressed, have demised, granted, set and to ferme letten, and by these presents do, &c. unto the said H. T. all that their burgage, messuage and tenement with th'appartenances, situate, lying and being in P. aforesaid upon the East-side of a certain Close, there commonly called the, &c. late in the tenure of, &c. and also all that shop, &c. and all and singular other the houses, edifices, buildings, barns, stables, shops, rooms, lofts, folds, courts, yards, backside, curtillages, commons, common of pasture and turbarry ways, waters, easements, liberties, profits, commodities, emolument, advantage,

ages and appurtenances whatsoever, to the said mes-  
 suages, burgage, or tenement and shop, or any of  
 them, or to any part or parcel thereof belonging, or  
 in any wise appertaining, or heretofore, &c. To have  
 and to hold the said, &c. to the said, &c. from and  
 after th'end and expiration of one lease heretofore  
 made, &c. of the said premisses unto L. T. late fa-  
 ther of the said H. T. for the terme of, &c. yielding  
 and paying therefore yearly during the said terme un-  
 to the said Bayliffs for the time being, and their suc-  
 cessors, to the use of the said Major, Bayliffs and  
 Burgesses, and their successors, the annual or yearly  
 rent of, &c. at the Feast of, &c. only, during the said  
 terme, or within, &c. next after the same, if it be law-  
 fully demanded, either by publike notice, or other-  
 wise, for all manner of rents, boones, duries, suits, ser-  
 vices and demands whatsoever, and if it shall happen;  
 the said yearly rent of, &c. that then and from thence-  
 forth it shall be lawful to and for the said Major,  
 Bayliffs and Burgesses, their, &c. into the said demi-  
 sed premisses, &c. and the distresse or distresses, &c.  
 until such time as the said rent &c. be fully satis-  
 fied and paid unto the said Major, Bayliffs, &c. and  
 if no sufficient distresse may or can be found in and  
 upon the said demised premisses, or any part thereof,  
 to satisfie the said rent with th'arrearages thereof, or  
 that the said Bayliffes for the time being, be interrupt-  
 ed or hindred to distrain for the same, that then and  
 from thenceforth it shall and may be lawful, to and  
 for the said Major, Bayliffes and Burgesses, their  
 heirs and successors, or any of them, into the said  
 demised premisses, or any of them with th'appurte-  
 nances to re-enter, and the same to have again, re-  
 possesse and enjoy, as in, &c. this present Indenture,  
 or any thing, &c. covenant for reparations, and to  
 leave it so. Proviso, that in case of non-payment  
 of

the rent, or if the premisses shall be assigned to any person not dwelling or inhabiting within the said Burrough or Town, and who is not a free Burgesse of the said Town, that then and from thenceforth, &c. Provided further and upon this condition, that if it shall happen the said T. H. to die without issue male of his body lawfully begotten, before the commencement of these presents, and before the payment of, &c. being the consideration agreed upon to be paid for the same, then if R. T. of, &c. or the issue male of his body lawfully begotten, or I. T. or the issue male of his body lawfully begotten, do pay to the said Major, Bayliffes and Burgessees for the time being, their heirs and successors, the said summe of, &c. in manner and forme as aforesaid, and also 20 l. to the issue female surviving of the said H. T. if there be any such then living, within one yeare then after their or either of their entry, that then and from thenceforth the said R. T. shall be interessed in these presents, to him and the heirs males of his body lawfully begotten, and for default of such issue, to the said I. T. youngest brother of the said H. and of the heirs males of his body lawfully begotten, he the said I. T. or his issue male paying the said summe of, &c. to the said Major, Bayliffes and Burgessees, and the said summe of, &c. to the issue female of the said T. H. in such manner and forme, as is herein before expressed, limited and appointed, and for default of such issue, then to the heirs and assignes of the said H. during the residue of the said terme. In witnesse, &c.



*A Lease for three lives, with a letter of Attourney to take and give possession.*

**T**His Indenture made, &c. between, &c. witnesseth, that the said, &c. for &c. in consideration of &c. doth demise, &c. all that his messuage or tenement with the appurtenances, and all &c. singular shops, sellers, sellers, chambers, rooms, entries, ways, yards, backfides, lights, easements, profits and commodities whatsoever, to the said messuage or tenement belonging or appertaining, or to, or with the same used, occupied or enjoyed, late in the tenure, &c. situate, &c. *Habund* the said messuage or tenement, and other the demised premises, with th'appurtenances to the said, &c. and to his assigns, for and during his natural life, the remainder thereof to the said F. his wife, and to her assigns, for and during the terme of her natural life, the remainder thereof after the said several deaths of H. and F. unto the said S. for and during the terme of her natural life. Yielding, &c. during the said terme or estates, and every or any of them unto the said I. his heirs and assigns the rent of, &c. at the, &c. by even and equal portions, and yielding and paying therefore also unto the said I. his, &c. for and upon any alienation, demise or grant of the premises, or of the greater part of them, and for and upon any change of tenant or tenants of the premises, during the said term or estates, or any of them, the summe of, &c. (*monies quories*) for every change, alienation or demise, in the name of a fine for alienation, the same fine or fines to be paid to the said, &c. at the messuage or tenement aforesaid within the space of, &c. next ensuing the first of the Feasts aforesaid, which shall next come or happen to be after any such alienation, &c. of the premises, or the greater part thereof. A Covenant that they the said H. F. his  
P wife,

wife, and S. their, &c. or some of them shall or will  
 at or before the, &c. expend, disburse and lay out  
 upon or about the buildings, repairing, strengthening  
 and bettering of the said messuage or tenement,  
 with the appurtenances and other the demised premises  
 the sum of, &c. at or before the Feast of, &c. provided  
 always, that if it shall happen the said yearly rent of,  
 &c. or the said fine or fines that shall grow due, &c.  
 at any time during the life of, &c. to be behind and  
 unpaid, in part or in all by the space of, &c. next  
 after, &c. or if the said demised premises, or any part  
 thereof, shall be in decay or unrepaired by the space  
 of, &c. next after notice given, that then the estate  
 of the said H. for and during his natural life, shall  
 cease, determine and be utterly void and of none ef-  
 fect, to all intents and purposes, or if at any time after  
 the decease or determination of the said estate of the  
 said H. and during the life of the said F. it shall  
 happen the said yearly rent of, &c. or the said fine or  
 fines to be behind and unpaid, &c. by the space of, &c.  
 or that the said demised premises shall be in decay,  
 or want repairing, &c. by the space of, &c. that then  
 likewise the said estate of the said F. shall cease, de-  
 termine, &c. and that then and at all times from  
 thenceforth, it shall and may be lawful to and for the  
 said I. his, &c. into the said demised premises, with  
 the appurtenances, and into every part and parcel  
 thereof to re-enter, and the same to have again, to  
 possess and enjoy as in his and their former estate,  
 that thereupon this present Indenture of Lease to be  
 void and of none effect, any thing herein, &c.  
 lastly, the said I. P. doth by these presents make, con-  
 stitute, authorize and appoint, and in full  
 state and place put his trusty and well-beloved friends  
 P. W. and I. M. to be his true and lawful Attorneys  
 jointly and severally for him, and in his stead and

to enter into and upon the said demised premises, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name and to his use, to take and keep, and after such possession taken and taken, full and peaceable possession and enjoyment of the same premises, or of any part or parcel thereof in the name of the whole, for him, in his name and to his use, to give and deliver unto the said H. R. his now wife, and S. B. or any of them, or to such or any of their certain Attorney or Attorneys, in that behalf authorized, according to the tenor, import, effect and true meaning of these presents, moving, allowing and holding firm, all and whatsoever his said Attorneys joyfully, or either of them severally, shall do or cause to be done, in or about the premises by the tenor of these presents. In witness whereof, &c.

*A Letter of Attorney to deliver two Leases.*

To all to whom, &c. I W. L. of &c. sendeth greeting. Whereas the said W. L. hath caused two several Indentures bearing date with these presents, to be drawn and ingrossed, purporting several demises and grants, from the said W. L. unto R. G. of, &c. one of them purporting a demise of all that one Close, &c. (as in the Lease is recited,) with their appurtenances now or late in, &c. lying and being in, &c. To have and to hold the said several Closes and premises, and every part and parcel thereof, unto the said R. G. his, &c. from the, &c. as in the Lease is recited, &c. if demanded; and the other of them purporting a demise, of all that messuage or tenement, with the appurtenances, &c. as in the Lease is recited, to which several Indentures the said W. L. before the sealing and delivery of these presents, hath put

his hand & seal. Now know ye that the said W. L. hath made, ordained, constituted, authorized and appointed, and by these presents doth, &c. his Trusty & well-beloved friends R. S. &c. his true and lawful Attorneys joyntly and severally, for and in the name and place of him the said W. to enter and come into and upon the said several grounds, and all and singular other the premises above severally mentioned to be demised, or any part or parcel thereof, for and in the name of the whole, and full and peaceable possession and seisin thereof to take and have, and being so entred and thereof or of any part thereof quietly possessed, then and there for and in the name and as the proper act and deed in the law of the said W. L. to deliver to the said R. G. or to his lawful Attorney or Assignee in that behalf, to his proper use and behoof, the said several Indentures, to which the said W. L. hath put his hand and seale as aforesaid, and also to do, say, exercise, execute, conclude, determine and finish, all and every other act and acts, matter and thing whatsoever, which in and about the delivery of the same several Indentures or either of them, shall be requisite and expedient to and for his said Attorneys, or either of them to do by all due and lawful circumstances, so fully and effectually in every respect, as he the said W. L. might or could do being personally present, at the doing thereof giving and by these presents granting unto the said, &c. the full and whole power, strength and authority of him the said W. L. in the execution of the premises, & ratifying and allowing all and whatsoever the said, &c. or either of them shall lawfully do or cause to be done in the execution of the premises, for and in the name of the said W. L. as the proper act and deed of him the said W. L. In witness, &c.

*An assignement of certain debts by an Administratrix to Creditors.*

**T**O all to whom, &c. I E. B. of London widow, Administratrix of all and singular the goods, chartels, debts and credits, which late were R. B. my husband's deceased, send greeting, &c. Whereas the said R. B. my said late husband in his life-time stood indebted unto, &c. and to every of them severally, in certain several summes of money. Know ye therefore that I the said E. B. intending as much as in me lieth, to give content and satisfaction unto them and every of them, Have given, granted, bargained, assigned and let over, and by these presents do fully, clearly and absolutely, &c. unto the said, &c. and to every of them joyntly and severally, and to their and every of their executors, administrators and assignes, all and every the book-debts, specialties, obligations and writings obligatory, acquitances and receipts named and mentioned in a Schedule, &c. which are due and owing unto me the said E. as Administratrix, as aforesaid, by one, &c. and one, &c. by what name or names soever they be called or known, and by such their Sureties, as in the said obligations or writings obligatory are named, as in and by the, &c. more plainly, &c. together also with all and every summe and sums of money, commodity, profit, benefit and advantage, that shall or may come, grow, or be had, made, gotten or obtained, of or by the said book-debts, obligations and writings obligatory, and every of them, and all my right, title, interest, property, claim and demand, of, in and to the same and every part thereof. And I the said, &c. for me, my executors and administrators do covenant, grant and promise, to and with the said, &c. and every of them,

P 3

their

their and every of their, &c. by these presents, that I the said B. B. have not heretofore released, or by any ways or means discharged, the said book-debts, obligations, writings obligatory, acquittances, receipts, or any of them, or the several summes of money in them comprized, or any part or parcel thereof, and I the said, &c. my, &c. shall not, nor will not at any time or times hereafter release, or by any ways or means discharge the said book-debts, obligations, writings obligatory, &c. or the said several summes of money in them or any of them contained, without the consent of, &c. first thereunto had, &c. and that the said, &c. my, &c. shall and will permit and suffer the said, &c. jointly and severally, at their costs and charges, to commence, pursue and prosecute all and every such lawful actions, suits and executions, which shall or may in any wise be commenced, prosecuted or brought against the said, &c. by reason of the said book-debts, &c. and the same actions, &c. shall and will avow, justify and maintain, without fraud or guile. And that the said, &c. their, &c. shall or may quietly have, possess and enjoy to their own proper use &c. uses all and every such sum and sums of money, executions, and the benefit thereof, which shall be levied, recovered or obtained by reason of the same, and shall have full power and authority in the name of me to acquit, release, &c. the said, &c. for, touching, &c. the said book-debts, &c. In witness, &c.

*A Letter of Composition for half-debts.*

**TO** all to whom, &c. we B. E. &c. Citizens, &c. of London, Creditors of P. P. do send greeting.  
Whereas the said P. P. the day of the date of these presents, is and standeth justly indebted, and doth owe unto us the several Parties above named, debts

and



said several summes of money. And by reason of the  
 many losses, great hindrances and other damages,  
 happened unto him, he is utterly unable, (as he is  
 himself) and as appeareth unto us, to give unto said  
 creditors for our said debts, then by and with such  
 goods and wares as are now remaining in his hands,  
 and such debts as are now at this present owing unto  
 him, which we the said Creditors are unwilling to  
 accept of or any ways to intermeddle with, but have  
 rather resolved and made choice to undergo a losse  
 certain, and to accept of 10 sh. per l. or th' one half  
 of the debts by him owing unto us, to be duly paid, in  
 full satisfaction for our said debts, in manner and  
 forme following, viz. When and as soon as all  
 and every of us the Creditors above named, have  
 subscribed, sealed and in due forme of law delivered  
 this present writing to th' use of the said P. P. then the  
 said P. P. his executors, administrators or assigns,  
 shall pay or cause to be paid unto every of us the said  
 Creditors, our, &c. one fifth part of, &c. after the rate  
 of 10 sh. in the l. by these presents agreed upon to be ac-  
 cepted of, in full satisfaction of our said debts, and the  
 remainder of our said debts, after the rate and agree-  
 ment aforesaid in six parts being divided to be paid  
 in six several payments half yearly, at such indifferent  
 place and places, as we the said Creditors, and every  
 of us, our, &c. shall nominate and appoint. The first  
 payment whereof to begin and to be made on the, &c.  
 next ensuing the date of these presents. The second  
 payment to be made, &c. Now know ye therefore,  
 that we the said Creditors do covenant and grant,  
 and every of us for his own part, and for his own,  
 &c. doth covenant and grant to and with the said  
 P. P. his, &c. and to and with every of them by these  
 presents, that if the said P. P. his, &c. or any of them  
 upon th' enfealing and delivery of this present writ-  
 ing,

ting by all and every of us the said Creditors, ac-  
 cording to the effect and true meaning of these pre-  
 sents) do & shall wel and truly pay or cause to be paid  
 unto every of us the said Creditors, our and every of  
 our, &c. the said fifth part of our said debts, after  
 the rate of 10 sh. per l. according to the agreement a-  
 foresaid, at the, &c. without any fraud, coven or  
 further delay. And also if he the said P. P. his, &c.  
 for the more sure payment of the residue and remain-  
 der of our said debts after the rate aforesaid in six  
 parts to be divided, and to be paid at six several pay-  
 ments, at such days, times, place and places, and in  
 such manner and sort as is above limited and expres-  
 sed, do and shall at or before the, &c. become bound  
 unto us and every of us, our, &c. in double the sum  
 or sums, in the condition or conditions in the same  
 obligation or obligations or writings obligatory to be  
 specified. And further if the same obligations and  
 every of them shall be delivered unto every of us or  
 the assignee or assignees of us and every of us, at or  
 before the said, &c. at such indifferent place or pla-  
 ces as we the said Creditors, our, &c. shall nomi-  
 nate, that then from and after such payment made  
 of the said first part of our said debts, after the rate  
 of 10 sh. in the l. and after the same obligations  
 made and delivered unto us, for the several payments  
 aforesaid, according to the limitation, effect, tenor  
 and true meaning of these presents, we the said Cre-  
 ditors, and every of us and the executors, &c. shall  
 and will hold our selves well contented and satisfied  
 for all such debts as he the said P. P. his, &c. did  
 formerly owe unto us and every of us before th' en-  
 sealing of the same obligations, and that then also  
 we the said Creditors and every of us, or th' execu-  
 tors, &c. within fourteen days next after th' en sealing  
 and delivery of the same obligations unto us and e-  
 very

any of us, according to the true meaning of these presents, shall and will seale, subscribe, and in due forme of law deliver unto the said P. P. his, &c. one general release or other discharge of all debts, duties and demands whatsoever, by him the said P. P. unto us and every of us formerly owing or payable from the beginning of the world until some few days before the date of the same obligation, so to be seal'd & delivered unto us as aforesaid. Provided always that these presents, nor any agreement, matter or thing herein contained shall be of any force or effect, to bind or charge us or any of us the said Creditors, which have or shall hereunto agree, seale and subscribe, before the first day of, &c. next coming after the date of these presents. In witness, &c.

*Another Letter of Composition.*

TO all to whom, &c. we A. B. Creditors of, &c. send greeting. Whereas the said W. C. and W. are and do stand joyntly indebted, and do owe unto us the said Creditors divers sums of money, which as it seemeth they are very willing to satisfie unto us and every of us, as they and either of them shall be able. Nevertheless we the said Creditors and every of us who have hereunto sealed & subscribed (finding and perceiving that they the said W. and W. are much damaged and impoverished by many losses and hindrances through Chapmen and otherwise, whereby they are disabled to yield unto us full and plenary satisfaction for our said debts) are contented and well-pleased, and of our free motions do severally and respectively agree and bind our selvs, our heirs, &c. to the said W. and W. by these presents, to accept and take of them the said W. and W. their, &c. after the rate of, &c. in the pound, in full satisfaction of all such debts.

debts and summes of money, as they do jointly and  
unto us and every of us respectively, the same to be  
paid at foure equal payments, in foure parts to be di-  
vided. The first payment thereof to be made and to  
begin at, &c. (recte all the payments) so as the  
said W. and W. for the more sure and better pay-  
ment of the several summes aforesaid, in recompence  
and satisfaction of our and every of our said several  
debts, after the rate of, &c. in the pound as afore-  
said, their executors or administrators do before the  
&c. become jointly bound with sufficient Sureties  
unto us and every of us respectively, by obligations  
in double the penalties in due forme of law to be  
made, sealed and delivered unto us & every of us, of  
our and every of our use and uses, by the appoint-  
ment of us and every of us, at such place and places  
as we and every of us shall indifferently nominate or  
prescribe. Provided always that these presents, nor  
any thing herein contained, shall be of any force or  
effect, to bind or charge us or any of us, who have  
herennto sealed and subscribed, unlesse and until all  
& every the residue of us the said Creditors above  
named, shall and do likewise seal and subscribe these pre-  
sents, at or before the, &c. next ensuing. In witness, &c.

*A Letter of Licence and composition for payment at se-  
veral times.*

**T**O all, &c. we Creditors of, &c. send greeting.  
Whereas the said J. M. at this present time doth  
stand indebted, and justly oweth unto us the said  
Creditors divers and sundry summes of money, which  
by reason of many debts, and some of them very  
great, that are likewise justly owing him, and  
cannot be had and recovered without some respite of  
time, and some of them not without suite, he is very  
much disabled to make present payment unto us the  
said

the said Creditors, of our whole and just debt, as he  
 thinketh willing and desirous. In consideration  
 thereof he instantly desireth and requireth, that we  
 the said Creditors and every of us will be pleased to  
 give and grant unto the said, &c. such liberty and  
 respite of time, for the payment and satisfaction of  
 our several debts, as he thinketh reasonable, for the  
 obtaining, getting & recovering of his said debts, viz.  
 that we and every of us would be contented to take  
 and accept our said whole debts in three equal parts  
 to be divided, and to be paid at three several pay-  
 ments in manner and forme following, viz. the first  
 payment thereof to be one equal third part of the said  
 whole debt, and to be made on the, &c. the other two  
 third parts thereof residue, to be divided into foure  
 equal parts, and to be paid at foure six months then  
 next following, viz. on the, &c. one equal part thereof,  
 and the other two and one other fourth part thereof  
 residue on the, &c. in full payment and satisfaction of  
 the said several debts, &c. for the more sure performance  
 of the said several payments aforesaid, in such manner  
 and forme as is above limited and declared, accord-  
 ing to the intent and true meaning of these presents,  
 we the said L. M. shall and will at or before the, &c.  
 become bound unto us and every of us the said Cre-  
 ditors respectively, by one obligation in due forme of  
 law, to be made with condition, including all and e-  
 very the said payments in such sort as is above limited,  
 at some convenient place or places within the City of  
 London, by every of us the said Creditors to be nomi-  
 nated and appointed, and the penalty of every obligation  
 to be double the whole summe included in the condi-  
 tion of the same, to be delivered to us, and every of us,  
 on, &c. at or before the, &c. next ensuing the date  
 hereof. Know ye therefore that we the said Cre-  
 ditors whose names are hereunder subscribed, and e-

very

very of us for his own part, and for his own, &c.  
 for the considerations above specified and expressed,  
 do by these presents willingly consent, covenant, pro-  
 mise and agree to and with the said I. M. his, &c.  
 by these presents, that we the said Creditors,  
 and every of us, our, &c. respectively, shall  
 and will accept and take of the said I. M. his, &c.  
 all and every the said several debts and summes of mo-  
 ney by the said I. unto us and every of us owing and  
 payable upon such obligation and obligations, assu-  
 rance and assurances as aforesaid, to be paid in such  
 manner and sort, and at such days and times as is a-  
 bove limited and required: And further that we the  
 said Creditors and every of us, our and every of our,  
 &c. respectively, upon the delivery of the said obliga-  
 tion unto us and every of us, our and every of our,  
 &c. shall and will at the charge of the said I. M.  
 his, &c. seale, subscribe and in due forme of law de-  
 liver unto the said I. M. one sufficient general acquit-  
 tance, to be tendred by him the said I. M. his, &c.  
 and to bear date and limitation before the day of the  
 date of the said new obligation to be made for the same  
 debt, and also for and upon every payment made, ac-  
 cording to the limitations aforesaid, and the intent  
 and true meaning of these presents at the like charge  
 of him the said I. M. his, &c. shall and will seale and  
 deliver unto the said I. M. one sufficient acquittance  
 to be tendred by him the said I. M. his, &c. re-  
 stifying every such payment as aforesaid, for the bet-  
 ter discharge of him the said I. M. his, &c. and e-  
 very of them in that behalf. Provided always and up-  
 on condition neverthelesse that these presents, nor  
 any promise, agreement, matter or thing herein con-  
 tained, nor any act or thing acted by us or any of us,  
 or formerly done, knowledged or suffered touching  
 the premises, or to be done, knowledged or suffered,  
 shall



shall be of any force or effect, to bind or charge us or any of us the said Creditors, who have or shall hereunto agree, seal and subscribe, unlesse all, and until all and every the rest and residue of us the same Creditors above mentioned, do & shal likewise before the, &c. now next coming, subscribe, seal and deliver these presents, in due forme of law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

*A Letter of Licence.*

To all to whom, &c. we M. A. and R. B. Creditors of, &c. Citizen and Mercer of London, send greeting. Whereas the said N. C. the day of the date hereof is indebted, and doth owe unto us the said Creditors divers summes of money, which by reason of some losses unto him happned, and divers bad debts owing unto him as he informeth us, he is not able presently to satisfie and pay as he willingly would, but requireth our favour and respice of time for the payment thereof, therefore know ye, that we the said Creditors above named, and every of us moved with compassion and the desire which the said N. hath to and for the contentation of our said debts, Have given and granted, and by these presents do give and grant unto the said N. C. our sure and whole licence, liberty and safe conduct as much as in us is, so as always he the said N. may safely come, go and resort unto us, and every of us, his said Creditors, to compound and take order with us and every of us, for our and every of our said several debts, without any let, trouble, suit, arrest, attachment or other impediment to be offered or done to him the said N. his wares, goods or merchandizes, or any of them, for and during the time and space of one whole moneth,

moneth, next ensuing the date of these presents, and if it happen the said M. N. in his person, goods, wares or merchandizes, or any of them within the said terme of one moneth next coming after the date aforesaid, by us or any of us the said Creditors, or by any other person or persons by or through the commandment, will, procuring partnership, consent or knowledge of us or any of us, against the tenor forme and effect of this our present writing of safe conduct, in any ways to be arrested, sued, impleaded, vexed, hindred or attached, and thereof be not forthwith delivered or defended, that then he the said M. N. his heirs, executors and administrators, shall be by vertue of these presents for evermore clearly acquitted and discharged against him or them of us, by whom he the said N. shall be contrary to the forme, effect and true meaning of this our present writing and safe conduct, be attempted, vexed, sued, attached, arrested or hindred, and thereof not forthwith released or defended as aforesaid, of all manner of actions, suits, debts and demands whatsoever they be, from the beginning of the world until the day of such arrest, suit, attachment or hinderance. In witness whereof, &c.

*Another Letter of Licence.*

**T**O all, &c. we whose names, &c. Whereas A. B. &c. in divers several summes of money to us severally is indebted, and hath not wherewithal to satisfie us at present, and we and every one of us, minding to grant unto him favour and respite for the payment of the same. Know ye that we the said Creditors and every one of us being moved with compassion, and fully resolved of the good will and desire which the said

A.B.

A. B. hath, so see the said several debts, duties and  
summes of money satisfied and paid, Have given and  
granted, and every one of us for his own proper debt  
and duty, part and portion severally, Have given and  
granted, and by these presents, &c. unto the said A. B.  
by whatsoever name, surname or addition he be called  
or known, full, full and free liberty, licence and safe  
conduct as much as in us severally is, in such sort as  
the said A. B. with all his goods, chattels, debts, du-  
ties and other things whatsoever, freely, peaceably  
and quietly, at his own free choice, election and  
pleasure shall and may go, come, abide and sojourn,  
pass and re-pass at all and every time and times,  
from the day of the date hereof, during the terme and  
space of three whole years now next coming, and full-  
ly to be compleat & ended. And we the said Creditors  
all and every one of us severally for himself, his, &c.  
do and doth severally covenant, promise and agree,  
that we the said Creditors or any of us, or any other  
person or persons for us or any of us, or by our or any  
of our authority, assent, consent or procurement,  
the said A. B. or any of his goods, chattels, or any  
other thing or things of his, shall not nor will not  
in any wise sue, arrest, implead, attach, imprison,  
condemn, trouble or molest, for or concerning satis-  
faction or payment, to be made unto us or any of us,  
of our said several debts and duties, or of any part or  
parcel thereof, or for any other matter or thing whar-  
soever, which we or any of us can or may have, pre-  
tend or demand, of, for or against the said A. B. or  
to find or provide for us any other Sureties or Secu-  
rity, for the satisfaction or payment of the said sever-  
al debts and other things, or any of them, or any  
part or parcel thereof, other then all or every one of  
us now severally have or hath for the same, during the  
terme aforesaid. And further we all and every of us  
Cre.

Creditors aforesaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the said A. B. during the term aforesaid, in or by his body, goods or chattels, by us or any of us, or by our, &c. contrary to the true meaning of, &c. to be any ways, &c. sued, &c. the said A. B. his, &c. shall be for evermore by these presents clearly acquitted, &c. against him or them of us, by whom he or they shall contrary and against the tenor, forme and effect of the e presents, be sued, arrested, &c. of and from all manner of actions, suits, quarrels, challenges, debts, &c. In witnesse, &c.

*A Declaration upon a bond made in a third Person  
name in trust,*

**T**O all, &c. I, &c. send greeting. Whereas C. and E. by their obligations, &c. recite the bond. Now know ye that I the said J. do hereby acknowledge and confesse, that although the said Bond is made and taken in my name; yet neverthelesse it is so taken only upon trust and confidence in me reposed by I. L. of, &c. and E. his wife, and to and for the uses, intents and purposes hereafter mentioned, that is to say, that he the said I. L. shall have, receive and take the use and benefit of the said 300 l. during the joynt natural lives of them the said I. L. and E. his wife, and that the said principal summe with the interest thereof, after the deceale of either of the said, &c. is to remain and be to and for the use of the Survivor of them, and for no other end or purpose. In witnesse, &c.

*Declaration (by a wife) concerning the disposition of  
a summe of money according to a power refer-  
red to her by her husband, before  
marriage, well penned.*

TO all Christian People, to whom this present writing duplicate indented shall come, I E. T. wife of R. T. of the parish of, &c. in the County of S. send greeting. Whereas by an Indenture tripartite, made the 12. day of May in the sixteenth yeare of, &c. between the said R. T. by the name of R. T. Citizen and Sallet of London, of the first part, And me the said E. by the name of E. M. widow, of the second part, And W. H. of the said parish of St. O. in S. aforesaid, Distiller, T. S. of the Inner Temple London, Gent. L. A. of L. Clerke, and N. M. of the parish of, &c. aforesaid, Clerke, of the third part. In consideration of a marriage, then shortly after to take effect between him the said R. T. and me the said E. it appeareth, that at the time of the making of the said Indenture, it was then intended, concluded and agreed betwixt him the said R. T. & me the said E. that I the said E. or any other person or persons, whom I should think good, nominate or appoint (notwithstanding the said marriage should take effect) should and might have the full & free disposing of the summe of one thousand pounds of lawful money of England, and of the benefit and profit thereof, and of every part thereof from time to time, and at all times ensuing the said marriage, and to that end, intent and purpose, he the said R. T. by the said Indenture did for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said W. H. T. N. J. A. and N. M. and every of them, and the executors and administrators of them and every of them, that he

the said R. T. his executors, administrators or assignes or some one of them, should well and truly cause, pay and deliver, or cause to be satisfied, paid and delivered unto the said W. H. T. N. I. A. N. M. or to the Survivors or Survivor of them, or to the executors, administrators or assignes of such Survivors or Survivor, the full sum of one thousand pounds of lawful money of England, upon or before the first day of *May*, which shall be in the year of our Lord God 1694. if I the said E. shall be living on the said first day of *May*, or within two years next after the death or decease of me the said E. or within three moneths after the death or decease of the said R. T. at such those cases, which shall first and next happen, come or ensue after the date of the said Indenture, to be employed and disposed of, to such person and persons, and to and for such use, uses, intents and purposes, according as I the said E. should at any time or times then following, during my life, think good or order, appoint, give, limit, devise or dispose of the same, or any part or parts thereof, or otherwise, according to the intent and true meaning of the said Indenture. And it was thereby further covenanted, granted, concluded and agreed upon, by and between all the said Parties to the said Indenture, and the said R. T. and thereby for himself, his heirs, executors and administrators, and for every of them, covenant, promise and grant, to and with the said W. H. T. N. I. A. and N. M. and every of them, and the executors and administrators of them and every of them, that the said summe of one thousand pounds, and every part and parcel thereof, should or might from time to time, be quietly had, taken, received and enjoyed, unto and by such person or persons, whom I the said E. should at any time or times during my life think good, limit, give, devise, order, appoint or dispose



of the same one thousand pounds, or any part or parts thereof, either by my last Will and Testament in writing, or by any writing, purporting or intending to be my last Will and Testament, or by any other writing to be signed with my hand, or to which my mark should be put in the presence of two or more credible persons as witnesses thereunto, as in and by the said Indenture among other Covenants at large appeareth, which marriage (by the grace of God) since the making of the said Indenture was solemnized and consummated, and no declaration as yet hath been by me made, concerning the disposing of the said one thousand pounds, or any part thereof when it shall be due and payable. Now this present writing witnesseth and declareth, that I the said E. T. do hereby expresse my will and mind concerning the said one thousand pounds, when it shall become due or be paid as aforesaid, to be as followeth, that is to say, if my said husband R. T. be then living, and will become bound for himself, his heirs, executors and administrators, by three several obligations of one thousand marks apiece, unto them the said W. H. T. N. I. A. and N. M. or the Survivors and Survivor of any of them, or the executors and administrators of such Survivors or Survivor respectively and severally, conditioned for the payment unto them of three several equal parts of the said one thousand pounds, at the three such several and respective times or days, as my three children by my former husband shall attain to the ages next hereafter mentioned, that is to say, K. M. unto the age of twenty years, and T. and W. M. shall attain or come to their several ages of twenty and one years, that then the said W. H. T. N. I. A. and N. M. and the Survivors and Survivor of them, and the executors and administrators of such Survivor, shall

upon such obligations entred into as aforesaid, quarterly suffer him the said R. T. to detain in his hands the said one thousand pounds and every part thereof, until such several days and times, as the same shall be payable by the several conditions of the said obligations, so to be entred into by him as aforesaid, without paying or allowing any interest or consideration for the same, and the said one thousand pounds, so payable by such obligations or conditions of them, and by me dispensed withal as aforesaid, or otherwise sooner payable by the said rected Indenture, if my said husband shall die, viz. within three moneths after his death, (in which case of the death of my husband, I do give no manner of dispensation for the payment thereof,) I do hereby also concerning the same expresse, assigne and appoint, (if I shall not otherwise hereafter declare and appoint,) that is to say, that the said thousand pounds, (and the whole proceed thereof, nor disposed of as aforesaid) shall be, come and redound, to and for the use and benefit of my said three children, for them severally and respectively to have and receive immediately after and upon their several ages above mentioned, by such several and equal third parts as aforesaid. Provided always, and it is my meaning, and I do hereby appoint, that if any of my said children shall happen to die before any of their several & respective ages above mentioned, that then such third part of the said thousand pounds, as should otherwise have been payable unto such childe, shall remain and be paid by equal portions unto the Survivors of them, and if one of them only survive, and the other two both of them happen to die before such their several ages, then both the parts hereby allotted unto them, shall wholly accrew and come unto such surviving child only. And if all my said children shall die

die before they come to their said several ages, then my will and meaning is, that the said one thousand pounds, and the whole proceed thereof shall come and be paid unto my loving husband before named, his executors, &c. if I shall not otherwise hereafter dispose of the same, according to the power & authority to me relaved, given and appointed by the said recited Indenture. In witnesse, &c.

*An Indenture reciting a Lease for a year, and a grant of the Reversion upon trust, to several uses, reserving power to make Leases and to revoke the trust.*

**T**His Indenture made, &c. between A. B. and C. D. of th'one part, and E. F. and G. H. of th'other part, witnesseth, that whereas the said A. B. and C. D. by their Indenture bearing date, &c. made between the said A. B. and C. D. of th'one part, and the said E. F. and G. H. of th'other part, did bargain and sell unto the said E. F. and G. H. their executors, administrators and assignes, all that, &c. to have and to hold all and singular the said mannor, messuages, lands, &c. unto the said E. F. and G. H. their executors, administrators and assignes, from the Feast of St. Michael th'Archangel last past, before the day of the said recited Indenture, unto the full end and terme of one whole year from thence next ensuing and fully to be compleat and ended, yielding and paying therefore unto the said A. B. and C. D. their heirs & assignes, the rent or summe of 5 sh. of lawful money of England, on the Feast day of the Nativity of St. John Baptist now next ensuing, as by the said Indenture may more better appear, by vertue whereof and of the statute for transferring of uses into possession the said E. F. and G. H.

were and yet are possessed of the said mannor, lands, tenements & hereditaments, with all and singular the premisses with their appurtenances. Now this Indenture further witnesseth, that the said A. B. for divers good causes and considerations him hereunto moving, & the said C. D. by th'expresse direction and appointment of the said A. B. hereby testified, have granted, released and confirmed, and by these presents do grant, release and confirme, unto the said E. F. and G. H. their heirs and assignes, all and singular the said mannor, messuages, lands, tenements, mills, hereditaments and premisses, before in these presents particularly mentioned, or which in and by the said recited Indenture were bargained and sold, or meant, mentioned or intended to be thereby bargained and sold to them the said E. F. and G. H. as aforesaid, with all their and every of their appurtenances, together with the said rent of  $\text{\textit{s}}$   $\text{\textit{li}}$ . thereby reserved, and the reversion and reversions, remainder and remainders, of all and singular the said mannor, messuages, lands and premisses, and every of them, & every part and parcel thereof, and all their and either of their estates, right, title, interest, use, possession, reversion, remainder, claim and demand whatsoever, of, in and to the said mannor, messuages, mills and premisses, and every of them, and every part and parcel of them, *To have and to hold* all and singular the said mannor, &c. and every of them, with all their and every of their appurtenances, unto the said E. F. and G. H. their heirs and assignes, to the several uses, intents and purposes hereafter in these presents mentioned, that is to say, to the use and behoof of the said A. B. during his natural life, without impeachment of any waste, and with liberty and power to commit any waste, and after his decease to the use and behoof of I. B. now wife of the said A. B.

A. B. and the said E. F. G. H. and C. D. their heirs and assignes for ever, upon special trust and confidence that they the said I. B. E. F. and G. H. or the Survivor or Survivors of them and their heirs, shall and will make sale of all the said lands and premises to the best advantage, and to dispose of all such summe and summes of money which shall be raised thereby, in such manner, and to such purposes, as the said A. B. shall in his life-time by any writing to be by him subscribed & seal'd in the presence of two credible witnesses or more, or by his last Will and Testament in writing, declare or appoint. Provided always, and it is hereby agreed, by and between all the Parties to these presents, and by them declared to be their true intent and meaning, that it shall and may be lawful, to and for the said A. B. at any time or times during his natural life, to make any demise, lease or grant, demises, leases or grants by Indenture or Indentures, of all or any part of the said mannor, messuages, &c. either in possession or reversion, or otherwise to any persons whatsoever, for any terme or termes of years, or for the life or lives of any one or more person or persons, or for any term or termes of years determinable upon the death of any one or more person or persons, or for any other term or termes whatsoever, with or without any rent or otherwise howsoever, as by the said A. B. shall be thought fit and convenient, and that from and immediately after the making of such demise, lease or grant, demises, leases or grants, the said E. F. and G. H. and their heirs, during the life of the said A. B. and after his death they the said I. A. E. F. G. H. and C. D. and the Survivor or Survivors of them and their heirs shall stand and be seized of such part, and so much of the said mannor, messuages, lands, tenements and premises, as shall be at any time or times hereafter leased or

demised as aforesaid, to the use of such person or persons respectively, to whom the same, or any such demise, lease or grant shall be so made, for such estate, terme and interest, and in such manner and forme as the same shall so happen to be leased or demised, according to the true meaning of these presents, and of every such demise and lease, so that such lessees or grantees, during his or their severall lease or leases, grant or grants, or interests, do pay or cause to be paid the rents or summes of money reserved or appointed to be paid, and expressed in and by the Indenture of his or their said lease or grant, to such person or persons, to whom the same from time to time shall by the purport and true meaning of these presents belong or appertain, according to the purport and true meaning of the same leases, any thing before in these presents contained to the contrary thereof in any wise notwithstanding. Provided also, and it is further agreed by and between all the Parties to these presents, and by them declared to be their true intent and meaning, that if the said T. G. shall at any time during his natural life be minded to alter, change or make void all or any the use or uses, trust or trusts hereby declared, or any of them, and shall to that purpose by any writing to be by him sealed in the presence of two or more credible witnesses, declare and signifie such his mind and intencion, that then & from thenceforth, from and after such signification and declaration so to be made as aforesaid, such of the uses and trusts hereby limited, of, for and concerning the said lands and premisses, and the profits of them, or of or concerning such part, and so much thereof, concerning which such declaration shall be made, shall cease, determine and become utterly void, frustrate and of none effect, and that then and from thenceforth the said E. F. and G. H. and their heirs shall



shall stand and be seized thereof, or of such part thereof, concerning which such declaration shall be made, to and for such uses as such declaration shall limit, declare and appoint the same, and for default of such declaration or limitation, then to the use, benefit and behoof of the said T. G. his heirs and assigns, and to or for no other use intent or purpose whatsoever, any thing before herein contained to the contrary thereof in any wise notwithstanding.

*Memorandum*, that after the sealing and delivery of the bargain and sale within mentioned, by the said A. B. and C. D. to the within named E. F. and G. H. and after that the said E. F. and G. H. had accepted of the said bargain and sale, and had sealed and delivered the Counterpart thereof as their act and deed, then this present deed was sealed and delivered by the within named A. B. and C. D. in the presence of, &c.

*An Assignment and letter of Attorney of several Bonds.*

TO all Christian people to whom these presents shall come, I. T. G. of, &c. send greeting. Whereas T. E. of, &c. L. H. of, &c. and Sir W. H. of, &c. in and by their obligation, bearing date the, &c. do stand jointly and severally bounden unto me the said, &c. in the summe of 800 l. with condition thereupon endorsed for the payment of 416 l. on the thirteenth day of December, then next ensuing the date of the said obligation, at or in the then dwelling house of W. C. in, &c. and whereas also T. B. Esquire, Sir E. S Knight, & Sir T. M. Knight, in and by their obligation bearing date the, &c. do likewise stand bound unto me

in

in the summe of 600 l. with condition thereupon  
 endorsed for payment of 310 l. on the nineteenth day  
 of *November* then next ensuing the date of the said  
 obligation, at or in the, &c. and whereas also, &c.  
 as in and by the said several recited obligations,  
 more at large it doth and may appear. Now know  
 ye that I the said T. G. for divers good and valuable  
 considerations me thereunto especially moving, have  
 granted, assigned and set over, and, &c. to W. P.  
 of the middle Temple *London*, Gent. all and singular  
 the bonds and debts aforesaid, and have made, as-  
 signed, constituted, and ordained, and in and by  
 these presents, do make, assigne, constitute and ordain  
 the said W. P. my true, lawful and irrevocable Attur-  
 ney in my name, but to the only proper use and be-  
 hoof of him the said W. P. his executors and ad-  
 ministrators, to ask, demand and receive of the said  
 several obligors, bound by the said recited obligati-  
 ons, the said several summes of money in the said  
 recited conditions mentioned respectively, giving and  
 by these presents granting unto my said Attorney full  
 power and authority, if need shall be, to sue, arrest,  
 attach, implead, condemn and imprison the said  
 Parties obligors and every of them, and their and  
 every or any of their bodies, goods and chattels in ex-  
 ecution to take, and out of execution to deliver, ei-  
 ther upon satisfaction, composition, or otherwise at  
 the will and pleasure of my said Attorney, acquittan-  
 ces, or any other discharges in my name to seal and  
 deliver, Attorney or Attorneys one or more under him  
 the said W. P. his executors or administrators to  
 make, substitute and revoke, and generally to do,  
 execute, prosecute and determine all and every o-  
 ther act and acts, thing and things whatsoever, which  
 in or about the premisses or any part thereof shall  
 be needful, necessary or convenient, as fully, wholly  
 and

and effectually, and in as large and ample manner and forme, to all intents and purposes, as I the said T. G. my executors or administrators, might or could do personally, without any accompt thereof to be yielded to me, my executors or assignes; and whatsoever my said Attorney shall do or cause to be done, in, about or concerning the premises, I do by these presents ratifie, confirm and allow the same; and also do for my self, my executors and administrators, covenant &c. to and with the said W. P. his executors and administrators, that the said recited obligations and every of them now are and stand in full force and effect; and that neither I, my executors nor administrators shall not at any time hereafter acquit, release or discharge them, nor any of the moneys due upon the aforesaid obligations, or any of the said Parties obligors, bound in and by the said recited obligations, or any of them, their or any of their executors or administrators, or any of them, of and from the same, or the sums of money in them or any of them mentioned, or any part thereof, without it be by the consent of the said W. P. his executors or administrators in writing. And further that I the said T. G. my executors and administrators, shall and will ratifie, confirme and allow all such lawful actions and suits, and other things whatsoever, as he the said W. P. his executors, administrators or assignes, or any of them, shall at any time hereafter, bring, sue, commence, prosecute or proceed in or against the said parties obligors bound in or by the said recited obligations, or any of them. And lastly, that I, my executors or administrators, shall upon every reasonable request of the said W. P. his, &c. give to the said W. P. his, &c. such further letter or letters of Attorney and power, for the receiving and recovery of the debts aforesaid, and every of them, as by the said

W.

W. P. his executors or administrators shall be reasonably demised and required.

*A Condition upon the granting a toties quoties for a Replevin.*

**W** Hereas the above named G. S. by vertue of his office, as steward of the mannor of S. above named, hath granted forth a precept for the replevyng and delivering of one bay Gelding of the goods and chattels of the above bound G. S. unto him the said G. being now impounded by N. out of his lease of ground in, &c. and also to replevy the said Gelding for the said G. so often as he shall be impounded by the said N. or any of them. Now therefore the condition, &c. that if the said G. S. with effect do prosecute the said action and all other such actions as shall be brought by him for the impounding of the said Gelding, & return the same so oft as return by law therof shall be adjudged, and him the said G. from time to time, and at all times hereafter, do and shall well and truly save, defend and keep harmless and indemnified against all men for and concerning the granting of the said replevin, that then, &c.

*A Condition that a Lords Bayliffe shall give a true account of his Bayliffeship.*

**T** He Condition, &c. that whereas the Right Honourable, &c. hath constituted and appointed the above bound I. S. to be Bayliffe of his mannor of, &c. and Collector of his rents, revenues, perquisites and profits there, during his Lordships pleasure, if therefore the said I. H. by himself or his sufficient deputy do and shall from time to time, for and during his

his continuance and exercise of and in the said place and office, demean himself therein without voluntary concealment, fraud or deceit towards his said Lordship, and do and shall yearly during such his continuance and exercise at the audits to be kept for his said Lordship, yield and make true and just accompts to the auditor, for the time being of the said mannor and premisses, and also make currant payment and satisfaction to his receiver of the premisses for the time being, or other officer or officers in that behalf, to be authorized and appointed, at or before every such audit and audits, of and for all and every such summe and summes of money, rents, revenues, fines, issues, goods, chattels, profits and perquisites, as then shall have come to the hands of the said I. S. his deputy or deputies, or as he or they ought justly to be charged withal to his said Lordship, for or in respect of the said office or place, that then, &c.

*A Condition to pay childrens portions and shares of their deceased fathers estate.*

**T**HE Condition, that if the above bound R. Y. his &c. pay and deliver or cause to be paid and delivered unto the above named W. E. and M. natural children of the above named N. late of R. aforesaid, their late father deceased, their severall filial portions or childs parts of the goods and chattels of their said late father deceased, according to the Inventory thereof, and also accompt and render unto them their just shares of all other their rights due unto them by vertue of the last Will and Testament of their said father, when they come to the full age of twenty one years, or happen to be married, and also honestly, according to their degrees educate, and bring  
up

up the said children, during the time of their nonage, with meat, drink, apparel and learning; and if it happen any of the said children to die before they come to full age, or be married, then if the said R. Y. do content and pay the portion, and other rights of him, her or them so dying, to whom the law shall appoint the same to be paid, or who by proximity of blood ought to have it, and also save and keep harmlesse the above named, &c. Commissary and all other his officers, that then, &c.

*A Condition that the heire shall make no claim.*

**T**He Condition, &c. that whereas R. G. of, &c. father of the above bound R. is possessor of one messuage or tenement, and certain customary lands thereunto belonging, holden of the Right Honourable, &c. as of his manor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which messuage or tenement, is issuing the yearly rent of, &c. and whereas the said R. the sonne, for and in consideration of a certain competent summe of, &c. to him the said R. by the said I well and truly contented and paid, whereof and wherewith the said R. acknowledgeth himself fully satisfied, hath granted and agreed that the said I. (by and with the consent of the said R. the father) shall have and enjoy to his own use for ever, the said messuage or tenement, lands and premisses, and all the state, right, title and interest, which the said R. the sonne now hath, or at any time hereafter may, might, should or ought to have, of, in and to the same, from, by or under the right, title or interest of the said R. the father, or as heire unto him, if therefore the said R. the sonne, his, &c. nor any of them, do not at any time hereafter make or cause to be made any claim or demand,



mand, of, in or to the said messuage or tenement and premisses or any part thereof, from and after the decease of his said father, but do permit and suffer the said I. G. his, &c. and every of them, to have, possesse and enjoy, to his and their own use for ever the said, &c. and every part thereof, without any let or disturbance of or by him the said R. the sonne, his, &c. or of or by any other person or persons, or by his, their or any of their acts, means, consents or procurements, clearly released, acquitted and discharged of and from all incumbrances whatsoever by him, them or any of them had, made, committed or done, or to be had, made, committed or done in any wise, that then, &c.

*A Condition to appeare before Justices of the Peace, &c.*

**C**ondition, &c. that if the above bound S. T. do personally appear in the custody of the Bayliffe within written, or his deputy before the Justices, &c. the Munday next after the Nativity of St. John Baptist at the town of, &c. to find there before the said Justices good and sufficient Sureties for the Peace, and to behave and bear himself well and peaceably against, &c. and in the mean time keep the Peace of the Common-wealth, and from henceforth save and keep harmlesse the within named, &c. for and concerning the premisses, that then, &c.

*A Condition to suffer ones wife to make a Will, and to surrender a Copyhold to his and her use.*

**T**HE Condition, &c. that whereas there is a marriage &c. Now if the said I. F. do and shall after the Celebration of the said marriage, and during the coverture permit and suffer the said F. S. to make her last Will and Testament in writing or otherwise, and by the same to give and dispose of the goods and chattels or ready money of him the said I. F. to the value of, &c. or under, at her will and pleasure to such person and persons, and for such intents and purposes as she the said S. shall by the same Will nominate and appoint, and also if the said I. F. his, &c. (after the said Will shall be so made and published under the Testimony of sufficient witnesses) do and shall well and faithfully execute and perform the same Will, or suffer the same to be duly executed and performed, according to the intent and true meaning the said S. F. and also if the said I. F. do and shall at the next Court to be holden for the manor of, &c. surrender into the hands of the Lord of the said manor, according to the custome of the same, all that his mansion-house, &c. to the use and behoof of the said I. F. and S. F. for and during their natural lives, and the life of the longer liver of them, and after the decease of the Survivor of them, then to the use and behoof of, &c. that then, &c.

*A Letter of Atturney to receive money due upon several bonds, allowing the Atturney his reasonable charges, and out of that money which he shall receive, to satisfy himself of such moneys as are due to him from him which maketh this letter.*

**T**O all men to whom these presents shall come W. R. of Tattersel, in the C. of Lincolne Yeoman, sendeth greeting. Know ye that I the said W. R. for divers good sufficient & reasonable causes and considerations me hereunto moving; But especially for and in respect of certain several sums of money heretofore to me paid by C. H. of E. in the said C. of Lincolne Gent. have authorized, constituted, nominated, made and ordained, and by these presents, do authorize, constitute, nominate, make, ordaine, and in my place put the said C. H. my true, faithful, lawful, undoubted and irrevocable Atturney, from henceforth for me and in my name to aske, receive, gather and take all such sum and sums of money, as are already due or hereafter shall or may become due unto me the said W. from any person or persons herein hereafter mentioned and expressed; as also all such sum and sum of money, as were due unto E. my now wife, in her widow hood, or hereafter shall or may be due unto her, by any person or persons whatsoever, and herein hereafter mentioned and expressed, by vertue of any bill, bond or any other writing or wayes whatsoever, that is to say, to aske, gather, receive and take of A. B. of C. in the C. of E. Yeoman, the sum of ten pounds of lawful English money, due unto me by vertue of one bond or writing obligatory, from the said A. B. to me the said W. R. dated the last day of June last past, before the date hereof, as in and by the condition of the said obligation, reference being thereunto

R

had,

had, more plainly and at large it doth and may appear, and also forty shillings of lawful English money, from &c. Then name every particular sum, and set them down according to the several names, sums and dates they are, and insert these covenants following, as in and by the several conditions of the said bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which said several sums of money, which shall arise or grow due unto me the said W.R. by vertue of any or either of the said bonds, yet arreare due and unpaid, I do by these presents give full power and authority unto the said C.H. for me and in my name and to my use aforesaid, to receive, and upon non-payment of them or any of them to bring, sue & prosecute for me and in my name, all and all manner of actions whatsoever, as well real as personal, and the same to prosecute and follow by suite, arrest, imprisonment, judgement, condemnation, execution or otherwise: And one Attorney or more for the doing of the premises to make, and the same at his will and pleasure to revoke, and new in his or their place to put, in as large and ample manner as I might do if the same were by me in proper person done, commenced, sued or taken to the only benefit and behoof of me the said W.R. allowing to the said C. out of the said sum or summes of money, so by him received, his reasonable, lawful and necessary expences and charges laid out or disbursed in hand or otherwise, in and about the recovery, getting and procuring of the said sums of money or any of them, with allowance and payment of all such reckonings, sum and sums of money as are due to him the said C. by me the said W. as shall or may appear upon any reckoning, bill, bond or otherwise, under my hand and seale, or by sufficient witness: And I do by these presents covenant, promise and grant, to and with the said C. his

Executors,

Executors, &c. that I, my Heirs and Assignes, shall and will at all times hereafter, ratifie, confirme and allow whatsoever my said Attorney shall do or cause to be done, in or about the premises. In witnesse, &c.

*A Coppy of a Lease to try a title.*

**T**his Indenture made, &c. Between, &c. Witnesseth, that the said A. B. for divers good causes and considerations, him thereunto especially moving, hath demised, granted, and to farm-letten, and by these presents, doth demise, grant and to farm-let unto the said W. M. all that Messuage or Tenement with the appurtenances, situate and being in N. aforesaid, and all Houses, Edifices, &c. now or late in the tenure or occupation of C. D. or his Assignes, *To have and to hold*, the said Messuage or Tenement and premises, with the appurtenances before by these presents mentioned to be demised, &c. for 3. years or more, &c. yielding and paying, &c. being lawfully demanded: Provided alwayes, and upon this condition, that if the said A. B. his Executors, Administrators or Assignes, or any of them, do well and truly pay or tender, or cause to be tendred or paid unto the said W. M. his Executors, Administrators or Assignes, at any time, during the continuance of this present demise, the sum of 12. d. of lawful English money, that then and from thenceforth this present Indenture and every article and thing herein contained, shall be utterly void and of none effect: And that then also and from thenceforth it shall and may be lawful to and for the said A. B. his Executors, Administrators and Assignes, or any of them, into the said Messuage or Tenement and premises, with th'appurtenances, and into every part and parcel thereof, to re-enter, and the same to have againe, re-possesse and enjoy, as in his and their former estate, any thing in these presents contained to the contrary thereof

contained in any wise notwithstanding. In witness  
whereof, &c.

*A discharge made to the Sheriffe (for a Prisoner) from  
him to whom the Prisoner is indebted.*

**K** Now all men by these presents, that I A. B. of  
C. in the C. of D. have remised, released, ac-  
quitted and discharged, and by these presents do for  
me, my Heirs, Executors, Administrators and Assigns,  
remise, release and fully and absolutely acquit and dis-  
charge T. I. High Sheriffe of the C. of L. aforesaid,  
and I. B. his Under-Sheriffe, their Heirs, Executors  
and Administrators, of and from all and all manner of  
escapes as well voluntaty as negligent, & of and from all  
actions, cause & causes of actions, for or concerning the  
enlarging or setting at liberty of the body of I. S. taken  
at my suit by verue of a *Capias ad satisfaciendum* to  
the said Sheriffe directed for 8. l. debt, and 15. s. costs  
of suit, returnable in the Court of Common-Pleas, in  
Hilary Term last past, and I the said A. B. do hereby  
discharge the said Sheriffe from all actions, reckonings  
duties and demands whatsoever, concerning the exe-  
cuting of the said *Capias ad satisfaciendum*. In witness  
whereof, &c.

*An Indenture of partition, where two have taken a joint-  
Lease of a Messuage and Lands, &c.*

**T** His Indenture made the 5. day of June in the year  
of our Lord God, according to the account used in  
England, one thousand, six hundred, fifty & one, Between  
A. B. of, &c. of the one part, and C. D. of, &c. of the  
other part. Whereas the said A. B. and C. D. do hold  
jointly for terme of certain years, yet endoring and un-  
expired, all that Messuage, Tenement or farm house cal-  
led, &c. situate in B. in the County of, &c. and all Houses,



Edifices, Buildings, Barnes, Stables, Orchards, and Gardens thereunto belonging, with their appurtenances, and also all those several closes of arable land, called or known by the name of, &c. and containing by estimation, &c. and all that great Meadow, scituate, &c. containing, &c. and all those parcels of Cow-pasture, next adjoining to, &c. called, &c. and containing, &c. And all that parcel of Wood-ground called B. Wood, with divers other parcels, with all and singular profits & commodities thereunto belonging or appertaining, by one Indenture of demise, bearing date the, &c. made between W. L. of, &c. Gent. of the one part, and the said A. B. and C. D. of the other part, yielding and paying therefore the yearly rent of, &c. at two usual days of payment in the year, that is to say, &c. by equal portions: And the said A. B. and C. D. do there by covenant to pay the said rent of, &c. in manner, &c. and also for and during the said Terme to repaire the said Messuage and all other the premisses, as also the hedges, ditches and mounds belonging to the demised premisses, and at the end of the said terme, do covenant to leave the same well and sufficiently repaired into the hand of the said W. L. his, &c. as in and by the said Indenture of demise, relation being thereunto had, it doth and may more fully and at large appear.

Now this Indenture witnesseth, that the said A. B. and C. D. have with their full and whole consent, and by and with the advice and assistance of E. F. of, &c. and G. H. of, &c. by them respectively chosen for that purpose, made an equal division and partition of the said demised premisses, into two equal parts or moities, to the end, intent and purpose that the said A. B. and C. D. and their several and respective Executors, &c. may have, hold, occupy, possesse and enjoy the said equal parts and moities of the said demised premisses, during the remainder of the said term, in manner and

form following, that is to say, that he the said A. B. his Executors, &c. shall and may during the remainder of the said terme, have, hold & enjoy the one moiety, partition or half part of the said Messuage or Tenement, Houses, Edifices, Buildings, Barnes, Stables, Orchards, Gardens, lands and premisses, as the same are divided and set apart as aforesaid, that is to say, all those severall rooms situate at the west-end of the said demised Messuage, called by the names of the, &c. the, &c. the, &c. and all that great barne situate at the, &c. and all that, &c. (so naming every parcel, as allotted) in full recompence of his due part and portion between them, of the said demised premisses, and that the said C. D. his Executors, &c. shall during the remainder of the said term, have the other moiety, partition or halfe part of the said Messuage or Tenement, Houses, &c. as the same are divided and set apart as aforesaid, that is to say, all those severall roomes situate at the east-end of the said Messuage, &c. (as above name the parcels) in full resompence of his due part and portion between them of the said demised premisses: *To have and to hold*, to either of the said parties, their Executors, &c. severally as is above said, from the day of the date hereof, unto the full end and terme of, &c. And it is covenanted, granted & agreed by & between the said parties, that the said yearly rent of, &c. to be due to the said W. L. or his Assignes, from time to time during the continuance of, &c. shall be equally paid between them the said A. B. and C. D. their Executors, Administrators & Assigns, as Tenants of the said demised Messuage and other the premisses, from time to time, during the said terme, either of them for the said part and portion allotted as is aforesaid: And the said A. B. for him, his, &c. doth covenant, promise and grant, to and with the said C. D. his, &c. to save, defend and keep harmlesse and indemnified the said C. D. his Executors, &c. of and from

from all prejudice, losse or damage which shall happen or come unto him the said C.D. his, &c. for or by reason of any breach of any of the covenants and agreements specified and comprized in the said Indenture of lease, or other thing whatsoever, which shall or may be had, made, done, committed, omitted or suffered by him the said A. B. his, &c. for or in respect of his said moiety or halfe part of the demised premisses or any part thereof: And the said C.D. doth for him, his, &c. covenant, promise, grant and agree, to and with the said A. B. his, &c. *ut supra*.

And for the true keeping, performance and observation of all and singular the said partitions, covenants, conditions, payments, agreements, and articles herein before expressed, either party bindeth himself, his Heirs, Executors and Administrators to the other by these presents in the sum of, &c. In witnesse, &c.

*Judge Cook his Articles which the chiefe Constables of every Hundred are to observe and answer unto, at the beginning of every Assize, viz.*

1. *In primis* what felonies have been done within their Hundred from the Assizes next before, against whom, and at what time, and wherefore, and what pursuite hath been made for the felonies, and in whom default of pursuite of felonies hath been?

2. *Item*, what Vagrant and suspected persons have been apprehended within that time within their Hundred, and what hath been done with them, and by whose default any such persons have escaped from apprehension, and how the watches have been kept in every Township, between the Ascension and Michaelmas?

3. *Item*, what recusants are within their Hundreds, and come not to the Church according to the Law?

4. *Item*, what decay of houses, of husbandry hath been since the beginning, &c. within their Hundreds,

which had twenty acres of land, meadow and pasture to them, when decayed, and by whom?

5. *Item*, what grounds within your Hundreds that have been used to be tilled ordinarily, any twelve years since the beginning &c. been turned from Tillage to pasture, by whom, and when?

6. *Item*, how many Alehouses be in that Hundred, and in what places, and where they be, how many be licensed, and by whose license, and how many without license, and how they be, and whether punishments have been done to the offenders, according to the Statute?

7. *Item*, whether such Alehouses as are licensed, do observe the articles prescribed to them?

8. *Item*, who have made any ingrossing; forestalling or regrating within their Hundred, and whereof, and where put in use?

9. *Item*, who they be that make mault to sell of corne not being of their own tilth or rent corne, nor being licensed thereunto, according to the Statute lately made?

10. *Item*, to observe and answer how Vagabonds are taken up and punished, and to see how the impotent poore are provided for, without being suffered to wander abroad for relief out of the parish...

11. *Item*, you shall enquire of what value and sufficiency of Estate and discretion, the petty Constable is within every several Town within his County, that hereafter no man be admitted to be a petty Constable, except he be a Subsidy man and of good understanding.

12. *Item*, you shall enquire and present all masters that shall retaine their servants out of the general petty Sessions, or give greater wages then shall be set downe by the Iustices, and whether the petty Sessions be duly kept at the times accustomed, so as none may be retained

mailed but in petty Sessions, except it be in cases of necessity, and then the said retainer to be known unto the chief Constable of the Hundred, and to be entered into their book.

13. Item, you shall give warning to every petty Constable, that every one in his or their several parish or limit do take heed that no cottage be newly builded, that every Constable when he shall see any stoffe or stoneylay or timber provided by any inhabitants within his parish, and minded to build a cottage, shall speedily give notice thereof to the Justices of the peace for that limit, that the said Justices of the peace may take present order for the suppressing thereof.

14. If any Lord or freeholder, out of his private devotion or otherwise, shall build or erect any cottage, not laying thereunto foure acres of land according to the Statute, then the Justices of the peace shall take order, that the said Lord or freeholder shall maintaine the poor that shall inhabit in the said cottage, and if the said Lord or freeholder shall refuse so to be ordered, then the said Justices of the peace shall take recognizance of such Lord or freeholder, for their appearance at the next Assizes and general Goale-delivery, to answer for his refusal and contempt, as for the building of the said cottage.

15. Item, you shall make diligent inquiry, what unlawful games, drunkenness, whoredome, inconciency, evil, vile and other disorders, be committed by Masters of households in their several families, or by their children or servants for want of good government of the householders, &c to present the same, for that upon the good ordering of private families the Commonwealth doth depend.

16. Item, you shall make diligent enquiry, what servants before the time they were retained to serve, were turned out of service, and for what cause the servant,

want is so turned away; for that, thereby many become rogues, and idle persons; and to prevent the same, to the end masters may be punished for such offence, according to their demerit in that behalf?

17. *Item*, to enquire of all purvours and poulterers which buy any victuals and sell the same againe at unreasonable rates?

18. *Item*, to inquire of all dovehouses erected or maintained by any not being Lord of the Mannor or parson of the Town?

*Points of Law by R.O. concerning Lord and Tenant, &c.*

1. IF the Lord take away any part of the demised premises, and exclude the Tenants by walls, &c. it is an extinguishment of his rent.

2. If a Landlord covenant with his Tenant to re build any roome, and do not; whereby the Tenant receiveth losse, the Tenant may have an Action upon the case, upon his parol-covenant, wherein he may recover what he can prove himselfe damnified.

3. If the Landlord hath manure lying in the ground of the Tenant, and except it not at the demise, the Tenant may dispose the same as he sees cause for his own conveniency, for being a place for a manure-hill, the Tenants necessity will require use of it; and that the Tenant may better and safer dispose it, let him mix some of his own manure with it, and then he may either sell it, or lay it upon what ground he will.

4. The Landlord digs a saw-pit, &c.

After the ground let, it is the Tenants, and he may have an Action against any that during that time without his consent meddles with it.

5. The Landlord after the demise, lops, tops, cuts and sells Timber, Willows, Sallows, Thornes and other wood, during the lease the Landlord cannot without consent



consent of the Tenant meddle with the wood, not being excepted in the lease.

6. The Tenant may cut any Waterboughes, Thorns, Willowes, Elders, &c. for necessary Hedgeboote and Fireboote, but not to sell, and if he sell Ashes, tis an Action of Waste in the Tenant.

7. If the Landlord lay Hay in any room of the Tenant, &c. and the Tenants man or maid or himselve fodder his cattle with it, what remedy hath the Landlord against the Tenant, and the Tenant against the Landlord?

An Action lyeth against the Lord for laying his Hay there, but the property of the Hay there, is still notwithstanding in the Landlord, and if the Tenant fodder his cattle with it the Lord hath his Action.

8. If a man let a Cow to hire, and after take her to the Market to sell, but do not, an Action of Trespasse lyeth against the owner for driving of her to the Market.

9. If he to whom the Cow is letten sell the Cow, and tender the money to the owner, what danger to him that sold her?

The Cow is to be returned and not her price, and if the Lord refuse the price, he may bring his Action, but shall recover but her worth.

10. If the Lord promise to put in reparaire any houses &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord against his Tenant for not repairing the same?

An. If any of those things that the Lord was first to put in reparaire, and did not, decay; the Tenant is not bound to repair them; and if by permission they come to ruin, it is by the Landlords fault, and the Tenant is free.

11. If the Landlord promise to fence in a piece of ground, where his Tenant is to sowe Hempe or Corne, and do not, but so as the Tenants goods cannot be kept

kept out, but destroy his corne.

An Action upon the Case lyeth against the Lord upon the promise,

12. Cutting up timber-trees, fruit-trees, hedgerow-trees that shelter the house, are waste; the Tenant hath interest in the rest, if not excepted.

13. A.B. hath his horse stray'd from him, and finds him in the Custody of C. D. and demands him of C. D. finding him in C.D. his draught, and C.D. will not deliver him without 18.d. per week allowance, and by detraies deraines the horse till the year be expired.

A.B. may recover his horse by detinew or Action upon the case of trover and conversion, wherein he must prove the property of the horse to be his, and then will be allowed sitting recompence for his food, but no longer then until he was owned, & amends tendered.

14. If a Tenant upon an arbitrament give a release to the Landlord, whether will that release free any other than the Landlord hath caused to wrong the Tenant?

An. For any thing that any other hath done jointly with the Lord, wherein the Tenant was endamaged, this release may be pleaded in Law, but not in Actions done by any other without the Lords joining.

*A Charter-party with extraordinary Covenants and clauses therein contained.*

**T**His Charter-party, made and indented the three and twentieth day of August, in the year of our Lord God, one thousand, six hundred, thirry and eight, according to the new stile, between H.C. of *Slegs* in the Kingdome of *Ireland* Merchant of the one part, and R. T. of *New-castle* upon the Master under God of the good Ship called the *William* of *New-castle*, burthen *Fourscore Tuns* or thereabouts, of the other part,  
Witnesseth,

Witneseth, that the said Master hath letten to  
 Freight his said Ship unto the said Merchant, and  
 that the said Merchant hath hired her for a voyage  
 (by Gods grace to be made in manner and forme  
 following, that is to say, the said Master for him,  
 his Executors, Administrators and Assignes, doth  
 covenant, promise and grant unto and with the said  
 Merchant, to take, receive and loade in his said  
 Ship, the *William*, all such goods and Merchan-  
 dizes, as the said Merchant shall please to put a-  
 board her, and the said Ship can conveniently carry  
 over and above her victual, tackle and appurtenan-  
 ces, and with the next good wind and weather  
 which God shall send to depart hence and saile di-  
 rectly for the Islands of Scotland, called by the  
 name of the Liewes, to a port lying therein called  
 Lof holliard, or to any other convenient port or  
 harbour in the said Leiwes, where other Shipping  
 goeth to take in fish, and the said Merchant shall ap-  
 point, and there with all expedition to discharge all  
 or any of the said goods, and relade fish to the full  
 and sufficient loading of the said Ship, and being  
 dispatched to depart thence, and saile directly for  
 the Downes, or any other place or places, port or  
 ports where the Merchant or his Assigns shall please  
 to order him, there to discharge and deliver the  
 said fish and other goods whatsoever, laden by the  
 said Merchant or his Assignes in the said Ship, and  
 so to finish and end the said indented voyage: And  
 the said Merchant for him, his Executors, Admini-  
 strators and Assignes, doth covenant, promise and  
 grant, to and with the said Master, not onely to  
 go with him in person for the said Liewes, and  
 there to load the said Ship with fish, or any such o-  
 ther goods as he shall please, & thence to saile with  
 them for the place or port of their discharge, but  
 also

also then and there before bulke-breaking to give sufficient security unto the said Master for the payment of his Freight, and after safe delivery of the said goods to pay for Freight 50*l*. sterling per moneth for so long time as the said Ship hath bin in service of the said Merchant, the daies lesse then a moneth after the same rate, the moneths pay to begin on friday next, the seven and twentieth day of this present moneth, and to end when the last goods are delivered out of the said Ship, at the place of her right discharge, and the said Freight to be paid within ——— daies at the longest, with averige and prime according to the custome of the Sea: And moreover the said Merchant doth promise to provide the said Master a sufficient Pilote to bring the said Ship in and out of the Liewes, and to pay all other pilotage, anchorage and other duties which in any port or harbour during the said voyage shall or may be claimed in respect of the said Ship & goods, and to provide the said Ship of sufficient convoy; if he the said Merchant or his Assignes do require that the said Ship shall make her discharge in any unfree place: Provided that the said Master in his going for the said Isles or Liewes is to put into *Tinmouth* haven, there to victual and provide himselfe, which time from his first coming in, until his coming out againe to Sea, is not to be reckoned to the Merchants charge: And the said Master doth promise and warrant his Ship to be strong and sturche, and to man, and victual her fitting to performe the said voyage, with all other necessary appurtenances. For the true performance of all which premises, the said parties do bind themselves unto each other in the penalty of 500*l*. sterling to be paid by the party defective unto the party observant.

And

and it is agreed by & between the said parties, that the monethly Freight above mentioned shall run and continue until the same Freight be fully paid, and that the said Master shall not abide or tarry in *Tinmouth* haven longer then six daies, if wind and weather serve: Provided that the halfe decke and fore-castle is to be for the Masters use and stowage.

In witnesse whereof the said parties unto two Charter-parties of this tenor, interchangeably have put their hands and seales. Dated in, *Gre.* the day and year above written.

*A Deed to revoke several uses in a settlement according to a power therein reserved.*

**T**O all Christian people, to whom this present writing shall come, Sir R. C. of *Slefford* in the County of *Lincolne* Barronet, sendeth greeting in our Lord God everlasting. Whereas in and by one indenture bearing date, &c. and made between Sir R. C. on the one part, and I. S. Gentleman, servant of the said Sir R. C. on the other part. There is (amongst other things) one Proviso contained in these or the like words in effect hereafter following, (that is to say) Provided likewise, and it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of them and of these presents is, that if the said Sir R. C. shall at any time hereafter during his natural life, be minded or purposed to alter, determine, revoke or make void all or any of the use or uses, estate or estates, trust or trusts herein before mentioned, declared, limited or appointed, and shall by any deed or writing to be by him the said Sir R. C. sealed and subscribed in the presence of two or more credible witnesses, declare and pub-

lish

lish his mind, intent and meaning to be, to revoke, alter or make void and frustrate the said several uses, estates and trusts before in these presents mentioned, declared, limited or appointed, or any of them, of, for or concerning the said Castle, Mannors, Messuage, Lands and Premisses, or any of them, or any part or parcel of them, or any of them, then and from and after any such declaration or publication so to be made as aforesaid, the same use and uses, estate and estates, trust and trusts, in and by these presents limited, expressed, declared or appointed, of, for and concerning the which any such declaration or publication shall be made as aforesaid, shall cease and become utterly void, frustrate and of none effect, to all intents, constructions and purposes whatsoever, and that then and at all times from thenceforth the said I. S. and his Heirs and all and every other person and persons standing and being, or which at any time hereafter shall stand and be seized of the said Castle, Mannors, Lands and premisses, shall stand and be seized of the same, or of such part or so much thereof, concerning the which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes, as the said Sir R.C. in or by any such deed or writing as is aforesaid, or by any other deed or writing to be by him the said Sir R.C. sealed and subscribed in the presence of three or more credible Witnesses, shall declare, limit or appoint; and for default of such declaration, limitation or appointment, to the use and behoofe of the said Sir R.C, his Heirs and Assignes for ever, and to or for none other use, intent, meaning or purpose whatsoever, as in and by the said Indenture (amongst divers other provisos & things therein contained) more plainly and at large it doth and may appear.

Now



Now know ye, that I the said Sir R. C. do by this my present deed or writing sealed and subscribed by me the said Sir R. C. in the presence of (three) credible witnesses, declare and publish my mind, intent and meaning to be, to revoke, alter and make void and frustrate, and I do by these presents revoke, alter and make void and frustrate all and every the use and uses, estate and estates, trust and trusts in and by the said Indenture declared, limited or appointed, of, for and concerning all and every the Castle, Mannours, Messuages, Lands, Tenements, Advowsons and all other Hereditaments mentioned, contained and specified in the said Indenture, with their and every of their appurtenances, and of, for and concerning every part thereof: and I do hereby further declare, limit and appoint, that the said Castle, Mannours, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments with their appurtenances, shall remain and be, and that the said I. S. and his heirs, and all and every other person and persons standing and being, or which at any time hereafter shall stand and be seized of and in the times shall stand and be seized thereof, to the use and behoof of me the said Sir R. C. my Heires and Assignes for ever, and to or for none other use, intent, meaning or purpose whatsoever. In witness whereof I the said Sir R. C. have hereunto set my hand and seal the eight and twentieth day of February in the year of our Lord God according to the computation used in *England*, one thousand, six hundred, fifty and one.

*An Indenture of Copartnership, between 4. Merchants.*

**T**HIS Indenture Quaripartite, made the, &c. Between R. B. Citizen and Goldsmith of London, of the first part, W. C. Citizen and Goldsmith of London on the second part, T. B. Citizen & Goldsmith of London of the third part, and T. L. of London Merchant adventurer, late servant of the said R. B. on the fourth part, witnesseth, that the said R. B. W. C. T. B. and T. L. in consideration of the fidelity, trust, confidence and good opinion which every one of them alwayes hath had, and yet hath and reposeth in every other of them, have joined themselves to be copartners together in the trade of Merchandizing, that is to say, in buying, selling, uttering, vending or retailing of all sorts and kinds of wares, and all other kinds of businesses to the trade of a Merchant incident, belonging or appertaining, And the said Copartnership, to continue between them, from the 1. day of this instant moneth of March for and during the terme and space of three whole years from thence next ensuing and fully to be compleat and ended; And to that end and purpose, they the said R. B. W. C. T. L. and T. B. have before the day of the date of these presents delivered into stock (to be used and employed in the said trade of Merchandizing as well within the territories of England, as elsewhere in several places in the parts beyond the Seas,) in money, cloth, wares, debts, Merchandizes, adventures, abroad and here in England, adventures now already upon the Seas & beyond the Seas such several stock and stocks, and sum and sums of money as are specified and expressed in a schedule indented to these presents annexed of the peculiar & proper stock severally put in, & severally belonging to each one of

of the said severall parties for their severall quantity and proportion, being in the said Schedule severally set down, mentioned and declared, as by the same more fully and plainly doth and may appeare: It is now covenanted, granted, concluded, condescended and fully agreed by and between all the said parties to these presents, and each one of the said severall parties for himselfe respectively, and for his own particular part and for his own severall and particular Executors and Administrators do and doth severally and not jointly covenant, grant, promise and agree to and with every and each other of the said parties his & their severall ex. & ad. by these presents in manner & form following, that is to say, that every and each of the said parties for himselfe during and by all the said space of 3. years (if all the said parties shall so long live) shall continue and abide together as joint occupiers and partners, and that every and each of the said parties shall from time to time, during and by all the said terme (if they shall so long live) do their and every of their reasonable endeavours and diligence by all the wayes, labours and meanes that each of them can or possibly may to the uttermost of their power, wit, cunning & knowledge, and for the most benefit profit, and advantage of every and each other, faithfully and truly imploy, buy, sell and Merchandize, with all such and so much of the said whole stock, as shall in any manner of wise come or be committed to each one of their severall charges, dispositions and government; and the gaines and increase of every such part: And it is the true intent and meaning of all the said parties to these presents, that the said W. C. shall manage the businesse and affairs for &c. in the part of Spaine during the good liking of the said R. B. and there for the most part reside and have his continuance

and being ; the said T.L. to mannage the businesse and affaires for Stoade, Germany and those parts, during the good liking of the said R.B. and there he for the most part to reside & have his continuance being, and the said R.B. and T.B. to mannage the businesse and affaires for England. And it is covenanted, granted and agreed by and between all and every the said parties to these presents, that all such gain, profit and increase as God shall send and as shall come, grow or arise by reason of their said trade and joint occupying, as is aforesaid, shall be from time to time during the said joint occupying, equally and indifferently parted and divided in manuer following, that is to say, to every one of the said parties, their executors and administrators a just, equal and rateable part and proportion in and upon every 100. l. rateably and proportionably, according as to the quantity of each ones severall stock by them severally put in and appearing in the said Schedule, the same for his and their parts of the gains, profit and increase shall arise and amount unto. And likewise that all such losses, hurt and detriment as shall happen by the said joint occupying by evill debtors, adventures of the Seas or otherwise, without fraud or coven shall be paid and born in each ones severall part and portion, according to the manner and form of the dividend of the gains aforesaid. And it is Covenanted, granted and agreed by and between all and every of the said parties to these presents, and each one of the said parties for himself respectively, for his own severall and particuar part, and for his own severall executors and administrators do and doth severally & not jointly covenant, promise, grant, and agree to and with every and each other of the said parties, his and their severall executors & administrators by these presents, That there shall be

had

had and kept from time to time, during all the time of their joint occupying and copartnership together aforesaid, as well for the accompt and affaires on this side the Seas, as likewise for the several accompts and affaires severally beyond the Seas, perfect just and true books of accompts and reckonings of all the said whole trade and dealing, as much as in each one his several power; and as concerning that place or places and the businesse and affaires thereunto appertaining, wherein or whereunto he shall be used or imployed, shall or may be and ly, which shall be had used and occupied by reason of the said joint occupying: And that the said R. B. and T. B. shall have the custody and keeping of the books of accompt for England, and of all things concerning the trade for England, the said W. C. shall have the custody of the books concerning the trade for Spain, and the said T. L. shall have the custody and keeping of the books concerning the trade of Stroade and Germany, in every of which said Books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares, and merchandises whatsoever; either bought or sold by meanes or reason of the said Copartnership and joint occupying, with all debts thereof or therefore from time to time to be made, together also with all the gaines, profit, commodity, winning or increasing that God shall send, and shall come of and by reason of the said joint occupysing, and also of all such costs, losses, charges, and expences as are or shall be expended, disbursed, laid forth, had or suffered by any waies or meanes by reason of the said joint occupying, which said books shall be used in common to and for the behoof of every and each of the said several parties, their and every of their several executors and administrators.

To have free accesse and recourse unto, without let or interruption of each other, or the executors, administrators or assigns of each other. And also that every and each one of the said parties shall from time to time, during all the time of their said joint occupying and Copartnership together, as is aforesaid according to the possibility respectively in each one of them shew and make privy each unto other, and to such of the servants and apprentices of each other, that shall attend upon the said trade of all the affairs and dealings of the said trade needful and necessary therein, thereabouts or thereunto belonging, or to be manifested, or made known. And also that every and each one of the said parties twice in every year yearly during the said Term (or oftner if need require) at and upon thereasonable request of any of them to the other, shall to the best and uttermost of each ones power and knowledge, and as much as in him or them be or may be, make, yield, render and perfect unto every and each other, or to the executors or assigns of every and each other, at or in the City of London, a just, true, and perfect accompt and reckoning of all the said stock and stocks in the said Schedule mentioned: And also of all such other goods, wares, merchandizes and ready money, as at any time hereafter during their said trade and joint occupying together, shall come to any of their severall hands occupying custody or governance, or to the hands of any other person or persons, to any of their severall or joint uses or by any their joint and severall deliveries or appointments or by the delivery or appointment of any the Factors or Servants of them or any of them by reason of the said joint occupying: And also of all the gains, profit and increale that God shall send of the same stock, goods, wares, merchandizes and ready money



ney or otherwise, by reason and occasion of the said joint occupying, and also of all such debts and duties as shall be owing unto the said parties or any of them, and by them to be owing to any person or persons by reason of the said joint occupying, and that upon the perfecting and finishing of every such Accompt, all the said parties, their executors and administrators shall subscribe their names to the same, witnessing each ones consent and agreement thereunto, for avoiding of doubts and questions which otherwise might happen or ensue.

And further, that it shall and may be lawful to and for every and each of the said several parties, and the Executors, Administrators, Servants, Factors and Assigns of them & every or any of them, at all convenient and seasonable time and times, during all the time of their joint occupying together, at the libertie and pleasure of any the said parties their or any of their Executors, Administrators, Servants, Factors or Assigns to have accessse and recourse to the books of accompt and reckonings, and to the notes and remembrances appertaining to the same my waies touching or concerning the said trade and joint occupying; and to search, peruse and examine for the better discerning and trying out of all things, how and in what sort and condition the said trade and joint occupying doth and shall from time to time proceed and stand. And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and every one of the said several parties before named for himselfe respectively and for his severall executors and administrators, do and doth severally and not jointly covenant, promise, grant and agree to and with the other of them, his and their executors, administrators and assigns by these presents, that no Bill, writ-

ring contract or bargain shall be made, at any time, during their said joint occupying together in the parts beyond the Seas, for any matter touching the said trade otherwise then in the name of the said R. B. &c. if the same with reasonable conveniency may be done: And that there shall be no private occupying or trade of buying or selling, be had, used or occupied by any the said severall parties or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uses, benefites or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Copartnership, to the hurt & injury of the said general trade, other then such as that the gaine, commodity, advantage and profit thereof, shall equally be to the use of them the said R. B. W. C. T. L. and T. B. proportionably according to the rate and proportion of their severall stocks aforesaid, saving that it shall and may be lawful to and for the said R. B. at his liberty and pleasure, with his over-plus of stock at any time or times, during this Co-partnership to use his trade to and for th'East-Indies, & also for the employing of his Ships, & to lend & dispose any his other money out by way of loane or use, and saving that it shall and may be lawful to and for all the said parties, during the term of their said trade, to deal for other men with whom they shal no ways have any partnership, & not hinder or be injurious to the said joint trade, and to receive the Factorage thereof to their own proper uses, any thing aforesaid to the contrary in any wise notwithstanding. And it is further covenanted, granted, concluded & agreed by & between the said parties to these presents, and each one of the said severall parties for himselfe respectively, and for his severall Executors, Administrators and Assignes, do and doe Inter-

interchangeably, severally & *respectively* & not jointly covenant, grant & agree to & with the other of them, his & their Executors, Administrators and Assignes, by these presents, that they the said R. B. W. C. T. Land T. B. their and every of their Executors, and Administrators, shall and will within the space of two moneths next ensuing the end, determination or dissolution of the said term of Co-partnership, *whether the same be by expiration of the said term of three years, or by the death or decease of any the said parties, which soever of the same shal first happen,* at & upon the request of every or any of them, unto the other, or the Exec. or Admi. of any of them, make, yield, render and perfect every one each of them to the other, and the Executors and Administrators, of every and each of them, unto the other, at the now dwelling house of the said R. B. situate, &c. a just, true, perfect and finall accompt and reckoning in writing, to the uttermost of every and each mans power and knowledge, of all and every the said stock and stocks mentioned in the said Schedule, and of all the gaines and increase, losse and damage, which God shall send, and which shall grow to or by the same, and of all goods, wares, merchandizes and commodities, before that time had, bought, sold or dealt in with the same stock or stocks and gaines aforesaid, and of all debts made and being due, sum and sums of money received or paid out by means or in respect of the said trade, and generally of all buying, bargaining, selling, trading and merchandizing, by the said parties or any of them, with the said stock or stocks, and gaines and increase thereof aforesaid, and that then upon the perfecting and finishing of the said final accompt, so as aforesaid to be made and done, all and every the said stock and stocks in the said Schedule

dule mentioned then remaining, and the gaine, winning and increase which God shall send, and shall appear to become and growing thereof, or by reason of the said trade aforesaid, whether the same shall consist in money, wares, debts or otherwise, shall be indifferently parted, shared, paid and divided to and amongst the said parties, their Executors and Administrators, in kind proportionably and rateably without fraud, deceit or diminishing, in that full measure, as each ones several part shall justly and truly, in a true reckoning and computation thereof arise and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones several stock and stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these presents; and that such part and portion of the said stock and gaine, as upon the perfecting of the said finall accompt, shall appear to be and consist in debts and duties due and owing to the said parties or any of them, shall also from time to time, as the same or any of them shall be recovered or gotten in, by the said parties or any of them, be also parted, shared and divided, to and amongst the said parties, according to the like rate, order, division and proportion as is before herein also expressed and set down, the debts, duties and other charges to be then, owing or payble by the said parties or any of them, for and in respect of the said joint trade, being first and before all things thereout paid, deducted and allowed, and likewise the losses, if any shall be, to be in like proportion borne and sustained according to the rateable division of the gains aforesaid, and that then they the said parties and every of them, their Executors and Administrators, immediately upon the perfecting

perfecting and finishing of the said final account, partition and division as aforesaid, shall and will do their and every of their indeavours, by all the lawfull wayes and meanes that they, or any of them may or can, for the more speedy recovery and getting in of all and every the said several debts and duties from time to time to be due, or owing to them, or any of them, as part of the gaines and stock aforesaid; And that the charges of suing for and getting in of the said debts and duties from time to time, shall be born and paid by all the said parties rateably according to the quantity of their several stocks and gains aforesaid. And that if it shall happen any the said parties to dy or depart this life during the said Copartnership, that then in any such case no right of Survivour or Survivourship shall hold or take place, or be by them or any of them in any wise challenged, claimed or demanded, but that they the said parties and every of them shall and may lawfully give, devise, dispose and distribute his and their parts and portions of the said stock and stocks, gains and increase to them severally and properly to belong and to be due, and belonging by the true intent and meaning of these presents, by their or any of their last wills and Testaments, or by any other gift or devise, as fully and amply, as they or any of them could or might do of their own proper money and goods, nor pertinent to this account or joint trade. And likewise the executors and administrators of every such person and persons so deceasing, may have and enjoy his and their full rateable part and portion of the stock and stocks aforesaid, and of the gaines and increase thereof, according to the true intent and meaning of these presents, without any let, trouble, hinderance or interruption of any other of the said parties Surviving or oversiving, his or their executors,

tors, administrators or assigns or any of them, any usage, law, custome or other impediment to the contrary thereof notwithstanding: And that all the said parties and persons, before mentioned, their executors and administrators, at all times as well during the said term of Copartnership, as afterwards until the end of the whole businesse shall be fully finished and brought to perfection by all the good waies and meanes that possibly can or may be, shall be aiding and assisting unto every and each other of them, their executors and administrators, for the obtaining, speedy getting, quiet holding and enjoying of every and each ones private and particular parts and portions to him or them to be due upon the partition or division aforesaid, according as is right and equity therein appertaineth and belongeth, and that without fraud and coven: And it is the intent, plain and true meaning of every and each one of the said parties to these presents, and each one of the said parties for himself respectively, for his own severall and particular part, & for his own severall and particular executors and administrators do and doth interchangeably, severally and not jointly covenant and grant to and with every and each one of them the said parties, his and their severall executors and administrators by these presents, That it shall not be lawfull to or for any of the said parties at any time during the said Copartnership, to take out or diminish any part of the said stock or any the gains or increase thereof, other then such sum and sums of money as hereafter in and by these presents is licenced & allowed, & that no charge shall in any wise be put to the account of the Copartnership but such as shall be for the trade of merchandizing in trade & occupying of the stock & stocks aforesaid, & the gains and increase that of them and concerning the



the same shall come, arise or increase, unlesse  
 it be convenient houseroom, and warehouse  
 rooms in the parts beyond the Seas, and for  
 suing and getting in of debts and duties be-  
 longing to the joint trade, and other necessary charges  
 belonging to merchandize necessary and behoofull  
 for their said joint occupying, to be born by the  
 general accompt of the said joint trade, the  
 charges of warehouse-room, dyer, lodging and such  
 like, for the time any of the said parties shall be  
 within the City of *London* during the time of the  
 said Copartnership, to be upon the particular and  
 sole charge only of the said R. B. his executors or  
 administrators: And it is covenanted, granted, con-  
 cluded & agreed by and between all the said parties  
 to these presents, and each one of the said parties for  
 himself respectively, and for his own several and par-  
 ticular part, and for his own several executors and ad-  
 ministrators, do & doth &c. by these presents, That he  
 the said W. C. by way of further recompence his, exe-  
 cutors or administrators shall every year yearly, for and du-  
 ring all the time of the said Copartnership, be yearly  
 allowed out of the joint stock and general accompt,  
 and thereby to be borne, the yearly sum of 184. l.  
 of lawful, &c. over and above all other his gains and  
 allowance herein before mentioned, 100 l. yearly  
 whereof it shall or may be lawful to and for the said  
 W. C. to take out of the same to use, spend, bestow  
 and convert at his own free will and pleasure, so farre  
 forth that he the said W. C. do leave yearly the re-  
 maine being the sum of 84. l. to rest, remain and run  
 to and in use to & with the said general stock during  
 the said Copartnership; The profit and losse of which  
 yearly some of 84. l. to be a dividend to and amongst  
 the said parties in like manner, according to the di-  
 vision and proportion of their several stocks aforesaid,  
 and

and the 84.<sup>l.</sup> yearly being the principall together with so much of the said yearly sum of 100. L. not formerly taken out at the end and determination of the Copartnership, to be to the said W.C. his executors and administrators fully satisfied and paid, or otherwise by him the said W.C. his executors or administrators out of his accompt to be deducted and defaulted, and that the said T. L. his executors or administrators shall by way of further recompence every year yearly for and during all, &c. *pro ut supra* for W.C. any matter, cause, Article or thing before in these presents contain'd or rehearsed to the contrary thereof in any wise notwithstanding. And finally, it is covenanted, granted and agreed by and betweene the said parties to these presents, and each one of the said several parties before named, for himselfe respectively, and for his several Executors and Administrators do and doth interchangeably, severally and not jointly, covenant, promise, grant and agree to and with each other and every of them, his and their several Executors, Administrators and Assignes, by these presents, that if it shall fortune any variance, suite, difference, doubt, controversie, discord or contention to happen, grow or be moved by and between the said parties, or any of them, or the Executors or Administrators of them, or any of them, for upon or by reason of the said trade and joint occupying or any matter or thing thereupon depending or upon or by reason of any matter or thing in the presents expressed or set down, that then and often from time to time, as the same shall so happen, and before any suite arise, or trouble shall be attempted or sought by any of them against the other, all and every the said variances, differences, strikes, doubts, controversies and contentions,

from time to time be referred and submitted to the hearing, order, award and determination of four honest persons, being of the company of Merchant adventurers of *England*, for the time being, whereof one shall be chosen by the said R. B. his Executors or Administrators, one other, &c. for the other three, as arbitraters in and for all and every the premisses, if they shall be content to undertake the variances, strifes and contentions, so to them to be referred within the space of one moneth next after such referment and submission to them made: And further, that they the said R. B. W. C. T. L. and T. B. and every of them, their and every of their Executors and Administrators respectively, for their and every of their own several and particular parts, shall and will from time to time stand to, abide, obey, perform, fulfill and keep all and every such end and ends, determination and judgement, as by the said four persons so as aforesaid to be chosen shall from time to time be had, made and given up in writing, for and in behalfe of the said parties, as touching any the variances or differences aforesaid, without any further coven or deceit. In witnesse.

*An acknowledgement of a trust in an Indenture of a bargain and sale.*

**T**HIS Indenture made, &c. Whereas T. W. of, &c. by his Indenture of bargain and sale, bearing &c. &c. for the consideration therein mentioned, did grant, bargain and sell unto the said I. H. S. T. A. V. and R. L. their heires and assignes for ever, all that Manor, &c. (recite the bargain and sale to the end of the *Habend*) As in and by the said Indenture of bargain & sale amongst divers other Covenants, grants & agreements therein contained more at large it doth  
and

and may appear. Which said recited Indenture of bargain and sale was so made unto the said I.H.S. T. and A.P. of meer and special trust and confidence to and for the only use, benefit and behoof of the said S.S. his heires and assigns. Now this Indenture witnesseth, that the said I. H.&c.do hereby confesse and acknowledge, that the said recited Indenture of bargain and sale, was and is made to and in the names of them the said I.H. &c. of meer and speciall trust and confidence, to and for the use and behoof of the said S.S. his Heirs and Assignes for ever. And further the said I.H. &c. in accomplishment and performance of the trust and confidence aforesaid, do for them and every of them, Covenant & grant jointly and severally to and with the said S.S. his Heirs, Executors, Administrators and Assignes, by these presents, that they the said I.H. &c. their Heirs and Assignes, shall and will from time to time hereafter, upon reasonable request therefore to be made, & at the costs & charges in the law of the said S.S. his Heirs or Assignes, bargain, sell, convey and assure the said Mannours, and all & singular other the premisses by the said recited Indenture of bargain & sale, granted & sold, or meant mentioned or intended to be thereby bargained and sold, and every part and parcel thereof, with their and every of their appurtenances, unto the said S.S. his Heirs & Assignes for ever, in such sort, manner and forme as by the said S.S. his Heirs or Assignes, or his or their counsel learned in the law, shall be reasonably devised or advised and required, so alwayes that the same conveyances or assurances or any of them, containe no further or other warranties then onely against the said I.H. &c. and their Heirs: And further that at the time of the making and passing of such conveyance or

assurance as aforesaid, the said Mannor & all and singular other the premisses, shall be free, clear and discharged of and from all and all manner of former bargaines, sales, gifts, grants and incumbrances whatsoever then before had, made, committed or done by them the said I. H. &c. or any of them or of or by any other person or persons whatsoever, lawfully claiming by from or under them, or any of them. In witnesse.

*An acknowledgment of a trust by a deed poll of a Lease.*

**T**O all &c. I T. M. of, &c. send greeting, &c. where-  
as C. D. of, &c. by one Indenture of Lease made between, &c. & &c. hath demised, &c. as in & by &c. Now know ye, I the said T. M. do hereby confess & acknowledge, that the Lease or demise of the premises aforesaid, was and is made to and in the name of me the said T. M. in trust and confidence, and to the intent that I the said T. M. should upon the request of the said E. G. her executors, administrators or assigns, assigne and convey the said lease and premises to her the said E. G. her executors, administrators or assigns, or to such other person or persons as she or they in that behalf shall name or appoint: And therefore in accomplishment and performance of the trust and confidence aforesaid; I the said T. M. for me, mine executors and administrators, do covenant and grant to and with the said E. G. her executors, administrators and assigns by these presents, that I the said T. M. my exe. ad. & ass. shall and will from time to time, upon the reasonable request, and at the costs and charges of the said E. G. her executors, administrators or assigns, assigne and set over the above mentioned premises and every of them, and all the estate and interest of me the said T. M. my executors and administrators, in and to the same clear and discharged of all incumbrances

T

by

by us or any of us to be done or committed unto the said E. G. her executors and administrators or to such person or persons as she or they shall name or appoint. In witness, &c.

*A Conveyance of Lands to the use of a mans heires, with the profits during the heirs minority, limited to the payment of the Donours debts and performance of the Testament.*

**T**His Indenture made, &c. Between the Right Honourable W. Viscount Hereford, &c. of the one Part, and the Right Honourable A. Lord Grey & alii, &c. on the other part, Witnesseth, that the said Viscount, for and inconsideration of the Fatherly good will, favour and affection which the said Viscount beareth towards R. and W. the two sons of the said Viscount, and for the advancement and preferment of the heires males of the body of the said Viscount lawfully to be begotten; and for other the considerations hereafter in these presents mentioned and expressed, hath given, granted, enfeoffed and confirmed, and by these presents doth give, grant, enfeoffe, and confirme unto the said A. L. G. &c. All those his Mannours, &c. with all and singular Liberties, Courts, Viewes of Franckpledge, Faires, Commodities, Franchises, Priviledges, Jurisdctions, Preheminences, Emoluments and appurtenances whatsoever to or with the said Mannors, Lands, Tenements or Hereditaments used or enjoyed, or in or out of the same or any of them or any part or parcel thereof issuing, renewing, happening, used or exercised and all, &c.

To have and to hold, &c. to the said A. L. G. &c. and their heires for ever, to the use and behoof of the said V. for term of his life without impeachment of waste,



waite, and after the decease of the said V. and during the time that the said R.D.Son & now heir apparent of the said V. or any other, being the heire of the said V. shall be under the age of 21. years, and untill some heire of the said V. shall have accomplished the full age of 21 years, to the use of the said A. L. G. and the Survivours and Survivor of them, and the executors & administrators of the Survivor of them upon trust, & to the intent and purpose that said A. L. G. &c. and the Survivours and Survivor of them, and the executors and administrators of the Survivor of them, shall take, receive, levy, possess, use and enjoy the Rents, issues, profits, revenues, commodities and emoluments of all and singular the said Lordships, Mannours, Land, Tenements and Hereditaments and other the premisses with the appurtenances, and the same employ during such minority or minorities, as is aforesaid, for and towards the performance, payment and satisfaction of all the legacies and bequests of money, annuities for years, and debts of the said V. to be mentioned in the testament and last will of the said V. according to the tenor, purport and true meaning of the said V. in his said Testament and last will to be declared, & to the use and intent that the said seoffees and the Survivor and Survivours of them and their heirs, shall with the profits, Revenews, commodities, issues and emoluments coming, growing and arising of and in all and singular, the said Lordships Mannours, Lands, Tenements and Hereditaments, bestowe, disburse and expend from time to time the competent and necessary charges in the law and otherwise for the defence and maintenance of the possession and title of all and singular the premisses and every or any part thereof, and for the reparations and defence of the buildings, Edifices,

houses and Sea-walls in and upon the premises or any part thereof from time to time necessary, meet and convenient to be disbursed and expended, until such time as the said Legacies, debts and bequests of the said V. to be mentioned in his Testament, shall be performed, and untill some heir of the said V. shall have accomplished the full age of 21. years, and after satisfaction of the said legacies, debts and annuities, and for the Surplusage that shall surmount the same debts, legacies and annuities and other the charges aforesaid satisfied: To the use and intent, that the said A. L. G. &c. shall imploy & suffer the premises and surplusage thereof, to go, remain and come to the use, profit and benefit of the heirs of the said V. And after the heirs of the said V. shall accomplish the full age of &c. That then the said A. L. G. &c. and their heirs shall stand and be seised of and in all and singular the said Mannours, &c. to the use of the said R. D. and the heirs males of his body lawfully begotten, and for default of such heirs males of the body of the said R. D. lawfully begotten, to the use and behoofe of the said W. D. second sonne of the said V. and the heirs males of his body lawfully begotten, & for default of such heirs males of the body of the said W. D. lawfully begotten & to be begotten, To the use & behoof of the h. ma. of the body of the said V. lawfully begotten, and for default of such heir to the use of the heirs of the body of the said V. and for default of such issue to the use of the right heir of the said R. for ever.

Provided alwaies, and it is the true meaning, use and intent of these presents; That if the said V. at any time hereafter during his life-time, shall demise, grant or lease the said Mannours, Lands, Tenements and hereditaments aforesaid, and other the premises by these presents, granted or assured, or any part or parcel thereof, by his deed indented under

his seal, and with subscription of his name with his own proper hand, for term of any year or years, life or lives: That then an immediately from and after every such lease, demise or grant, or such leases, demises or grants, so to be made by the said V. the said A. L. G. &c. and their heirs, shall stand and be seized of and in the said Mannours &c. so to be leased or granted To the use and behouf of the same Lessees or grantees and every of them, and of their several executors, administrators and assigns during the term and space mentioned in the said several leases, grants, and demises, so to be made according to the tenor, form and affect of the same lease, grant or demise; leases, grants or demises; so that the yearly rent or rents mentioned or reserved by the said V. in such lease, demise or grant; leases, demises or grants be yearly paid to the said V. during his natural life, and after his decease to such person or persons, as by the purport and true meaning of these presents, ought to have the Reversion or Remainder, Reversions or Remainders of the lands, tenements or hereditaments so to be leased or granted within the space of 20. daies next after reasonable request to be made for the payment thereof: And so that the same lessees and grantees their executors, administrators and assigns do well and truly performe the conditions to be comprized in the Indenture or Indentures of their said severall demises or grants according to the effect and true meaning of the same Indenture or Indentures.

And that the said A. L. G. &c. shall stand and be seized of the Reversion & Remainder, the Reversions & Remainders of the Mannours, Lands, Tenements and hereditaments so to be leased or granted, and after the Determination thereof, Then

also of the same Mannours, Lands, Tenements or Hereditaments, so to be leased or granted To such uses and intents as they the said L. G. &c. should have stood or been thereof seized, by the purport and true meaning of these presents; if no such lease or grant had been thereof made, and that of and for such estate and estates, in such order and degree with the same remainders, and in such manner and form, to all intents and purposes as they should have stood or been thereof seized by the purport and true meaning of these presents, if no such lease or grant had been thereof had or made (here followeth a letter of Atturney for livery of seizin to the Feoffees &c.) and then a proviso: That if the said V. by his writing signed and sealed in the presence of 8. Witnesses, shall repeal frustrate & determine or declare to be determined, all or any the uses aforesaid, of or for the premisses or any part thereof, That then and from thenceforth the said uses so to be determined or declared to be repealed, for all such lands and the uses thereof, so to be declared, determined, shall be void and of none effect: And that then the Feoffees shall thereof stand seized to the use & behoof of the said V. & his heirs; Then followeth a Covenant on the said V's. part, that if the estate of the premisses be not effectually conveyed from him by force of this grant to the said Feoffees, to the uses before specified, on this side the last day of ~~the~~ next comming; that then and from thenceforth the said V. & his heirs and all others to be seized of the premisses, so not sufficiently conveyed, shall be thereof seized, to the uses above specified, and to such uses, & with such remainders as the said Feoffees or the Survivor of them, should have stood seized thereof, by the purport of these presents, in case the estate thereof had been perfectly assured unto them or any of them,

them, according to the true meaning of these presents: In witness whereof as well the said V. as the Feoffees have put, &c.

*The Memorandum of seazin executed with the Tenants of one of the said Mannours Assurment.*

**M**emorandum, that the 16. day of &c. Livery of seazin was delivered and given by W. W. one of the Attorneys mentioned in the Indenture hereunto annexed, of, in and upon the lands of the farm of O. parcel of the mannour of T. mentioned in the said Indentures, and also of, in and upon the Mannour-house and demesne Lands of T. by the assent of I. P. lessee for years of the same (saving his term) and also of, in and upon the Coppice woods called T.P. to R.B. one of the Feoffees, contained in the said Indentures, according to the tenour, purport and intent mentioned in the said Indentures, and for and in the name of the said Mannours of T. and all other the lands, tenements and hereditaments mentioned in the said Indenture, situate and being within the said C. and in the name and behalf of all the Feoffees mentioned in the said Indentures; And the Tenants of the said Mannour, whose names are immediately under written, being present at the same execution, and hearing the Indenture read did assent and fully assent to the same, according to the tenour, purport, intent and uses in the same Indenture mentioned.

*An Indenture for the equal division of Goods, where there are four Administrators together they bearing and allowing one with another equal parts of charges in law in getting in the same, and like parts of all recovered against them.*

**T**HIS Indenture Quadripartite made between I.C. of, &c. on the first part; W.C. of, &c. of the second part, &c. Whereas the said I. C. and A. his wife, W.C. and A. his wife; H.H. and H. his wife, and N.C. and E. his wife, in the right of the same their wives together with I. H. brother of their said Wives, have had and taken upon them the administration of the goods and chattels of C.W. widow deceased, late the wife of I.W. late of L. Dyer, deceased, and whereas also so much of the goods chattels and debts which were of the said C. as are already come to their hands, are divided into five equal parts, whereof every of the said I.C. W.C. H. H. and N. C. in the right of their said wives, and also the said I.H. have severally had and taken their several parts of the same, & now are thereof severally possessed.

Now this Indenture Witnesseth, that it is covenanted, granted and agreed between the said parties: And the said I. W. H. and N. for themselves and their said wives, and for their executors and administrators, & for the executors & administrators of every of them, do severally covenant, grant and agree every of them with the other by these Indentures in manner and form following, (viz.) That all the residue of the goods, chattels and debts which were of the said C. in possession or in right, which at any time or times hereafter shall come to the hands of any of the said parties or of the executors or administrators of any of them shall be divided and parted in 5. equal parts



as aforesaid, from time to time, as the same shall happen to come to the hands of any of them whereof the said I. H. to have one part of the said 5. parts, and that then the other 4. parts thereof shall from time to time be equally divided betwixt the said I. W. H. and N. and their several executors and administrators without benefit of Survivorship by any meanes to grow to such of the said parties or their wives as shall fortune to Survive.

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any action or suit be now depending or hereafter shall be commenced against the said administrators of the said C. W. or any of them for any thing wherewith they shall be chargeable in the law by reason of the said administration by them taken as aforesaid, That then in every such case, the said I. W. H. and N. their executors and administrators & every of them severally for his own part upon notice, and request made and given by any one of them to the other, or by any of their executors or administrators, shall beare and pay one equall fourth part of all charges and expences to be laid out in the defence of any such suite & one like 4-part in execu. & to the satisfaction of any judgement and Recovery which shall happen to be given or had again them or any of them in any such suite or action as aforesaid.

And that they the said I. W. H. and N. and their said wives, their executors and administrators and the executors or administrators of every of them, severally for their own part upon like reasonable request shall and will do, knowledge and suffer in the law towards the other of them all and every thing and things which from time time shall be requisite or needfull to accomplish and perform their accord, covenants and agreements made amongst them by these

these presents, according to the purport and true meaning of the same.

And moreover, that they the said parties, their executors and administrators and every of them upon like request as aforesaid, shall notifie, expresse and truly declare from to time to time to the other all such goods, chattels, and debts whatsoever which were of the said C. and which they shall know or understand to be in any place or custody, and not parted, distributed, severed and divided according to the tenour and effect of these presents; To the intent every of them may have his and their equal parts thereof, according to the renour of these presents, without fraud or coven.

And that for recovery of any debt, goods, and chattels, which were of the said C. to be had and recovered to and for the use of the said parties, their executors and administrators and of the said I. H. and in manner and form aforesaid. They and every of them shall for their equal 4. part bear and sustain one equal fourth part of all costs and charges in and about all & every the said recovery and recoveries, to be born and sustained from time to time as shall be needful and reasonable.

And it is further covenanted, granted & agreed betwixt the said parties, & the said parties & every of them do also for them, their executors, and administrators severally Covenant & grant in and with the other by these presents, that if it fortune the said I. H. to dy intestate, by reason whereof any of the goods, chattels, money, plate or jewels of the said I. shall grow or come by reason of law unto the said parties or their wives or any of them, that then the Survivor or Survivors of the said parties or their said wives, their executors or administrators to whom any such the goods, chattels, money, plate or jewels

whels shall fortune to grow or come; shall divide the same into four equal and several parts, and shall retain to his or their use one part thereof, and the other 3. parts shall be severally delivered unto the other three parties to these Indentures, or to their several executors or administrators equally, within two moneths after they shall fortune to have or come by the possession of any such goods, chattels, plate, jewels, money, &c. In witnesse, &c.

A Defeazance upon a Statute excellently well penn'd. it being for the payment of two thousand pound at the end of six moneths, and of 200. l. per annum during life.

**T**His Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. Between B. P. of London widdow, of the one part: And W. P. of London, aforesaid, Esquire, son unto the said B. of the other part; Whereas the said W. P. hath lately sold and conveyed the Mannour of L. in the County of W. and divers lands thereunto belonging unto Sir W. P. Knight, and the said B. P. hath joined with him the said W. P. in a fine thereof leavyed, part of which said Mannour and lands of the value of 200. l. per annum, were heretofore settled and assured upon her the said B. for her life, for her jointure by W. P. Esqu. deceased her late husband. And whereas the said W. P. is indebted to the said B. the sum of two thousand pounds of lawful money of England, which hath remained in his hands for some years last past, and by agreements between them the said W. P. hath hitherto paid the sum of 100. l. per annum, as interest or consideration for forbearance of the said money, and is still to pay the like sum so long as the said 2000. l. shall remain in his

his hands. And whereas also the said W. P. by one Recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the first day of this instant moneth of *April*, taken & acknowledged before Sir I. B. Knight, Lord Chiefe Justice of the Court of Kings-Bench at *Westminster* according to the form of the Statute, in that case made and provided for the recovery of Debts, standeth bound unto the said B. P. in five thousand pounds of lawful money of England, payable as by the said recited Recognizance or writing obligatory, more plainly may appear. Now this Indenture witnesseth that the said B. P. is contented and pleased and doth for her self, her executors and administrators covenant, promise, grant and agree to and with the said W. P. his heirs, executors, administrators and assigns, and to and with every of them by these presents, That if the said W. P. his heirs, executors, administrators or assigns, or any of them do pay or cause to be paid to the said B. P. or her assigns the sum of 200. l. of lawful money of *England* yearly, for and during the natural life of her the said B. at two usual feasts or terms in the year, that is to say, the feast of *St. Michael* the Arch-angel, and the *Annuntiation* of the blessed Virgin *Mary* by even and equal portions, or within one and twenty daies next after either of the said feasts, the first payment thereof to begin at the feast of, &c. now next insuing or within 21. daies next after the said Feast. And likewise if the said W. P. his heirs, executors or administrators or any of them do and shall well and truly pay or cause to be paid to the said B. P. her executors, administrators or assigns, the sum of two thousand pounds of lawful money of England, within six moneths next after notice or warning given to that purpose to the said W. P. his heirs, ex-

ecutors

executors or administrators by any writing to be subscribed and sealed by the said B.P. her executors or administrators in the presence of two credible witnesses or more, and shall in the mean time untill the payment of the said 200. l. pay or cause to be paid unto the said B. her executors, administrators or assigns after the rate of 100. l. per annum, according to the agreement aforesaid, the same to be paid by 50. l. every half yeare and the first payment thereof to be made on the feast day of, &c. or within one and twenty daies next after the said feast now next ensuing the date hereof; That then the said recited Recognizance or Writing obligatory shall be void and of none effect or else the said W.P. for him his heirs executors and administrators Covenanteth, willeth and granteth by these presents that the said Recognizance or writing obligatory shall stand and remain in full force and vertue.

*A Release made to a Sheriffe for discharging of a prisoner.*

**K** Now all men by these presents that I G.R. of S. in the C. of T. Victualler have remised, released & quit claimed and by these presents do remise, release and quit claiming unto Sir W.S. Knight now Sheriff of the said County of D. all and all manner of actions suits, troubles and incumbrances, whatsoever which I may, might or ought to have against him for or concerning the discharging or setting at liberty of E.N. of S. in the said County widow being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common Pleas at Westminster for 60 l. debt and s.s. and 4. d. costs at my suite returnable *a die pasche in unum mensem* last past. In witnesse whereof I have hereunto

unto set my hand and seal the 21. day of May. Ann.  
Dom. 1627.

*An Assignment of a Statute, by an Executor to two  
of the Creditors of the Testator, in lieu and satis-  
faction of their debts of the same value, singularly  
well drawn.*

**T**His Indenture made, &c. Between I. C. of  
the Inner Temple London Esquire, Son and  
Administratour of the goods and chattels of W. C.  
late Citizen and Scrivener of London deceased, of  
the one part, and M. W. of London Widow, and  
H. I. of London Gentleman, of the other part. Where-  
as the said W. C. at the time of his death, stood in-  
debted unto the said M. W. in the sum of 100. l.  
principal debt, and to the said H. I. in the sum of  
200. l. principal debt, besides interest of the said  
debts. And whereas Sir T. P. of N. in the C. of  
D. Knight, in and by one recognizance or Statute,  
in the nature of a Statute staple, bearing date the  
twentieth day of Iuly, in the ninth year of  
the reigne of the late King Charles, and  
made according to the Statute made and pro-  
ceed for recovery of debts, taken and knowledged  
before Sir R. H. Knight, then Lord Chief Justice,  
of his Majesties Court of Common Pleas at West-  
minster, is and standeth bound unto the said W. C.  
in the sum of six hundred pounds of lawful money  
of England, payable at the Feast of Saint James  
the Apostle then next ensuing, as by  
the said Statute more at large appeareth. Now  
this Indenture witnesseth, that the said I. C. for  
and towards the payment and satisfaction of the said  
debts, due to the said M. W. and H. I. hath given,  
granted, assigned and set over unto the said M. W.  
and



and H. I. their Executors, Admi. and Assignes, the said recognizance or Statute, and all his right and interest therein, and all actions, extents and executions to be had or prosecuted upon the same, in as large and ample manner and form as he the said I. C. hath or at any time hereafter may or might have, by force of the said Statute. And further the said I. C. doth by these presents constitute, authorize and make the said M. W. and H. I. his true and irrevocable lawful Attorney and Attorneys, jointly and severally to sue and prosecute all manner of actions, suits, demands and executions, in and upon the said Statute or recognizance in the name of the said I. C. his Executors or Administrators, and to receive and recover the said sum of 600. l. in the said Statute mentioned, and all other sum and sums of money, benefit and advantage, which shall or may lawfully be had or gotten upon the said Statute or recognizance, authorizing them and every of them by these presents, to retain all such Counselors and Attorneys, for the executing of the said suits, extents and executions, as shall be required for the following & furthering of the same, and to do and execute all and every other lawfull act and acts whatsoever, which shall be meete and expedient in and about the premises, and the said I. C. doth for himselfe, his Executors and Administrators covenant, promise and grant, to and with the said M. W. and H. I. that he the said I. C. his Executors and Administrators, shall and will permit, suffer, allow, justify and maintain, all such lawfull actions, suits, extents and executions as the said M. W. and H. I. or any of them, their Executors or Assignes shall and will sue or prosecute for the levying, taking and receiving of the said sum of 600. l. contained in the said Statute,

in the name of the said I. C. his Executors or Administrators, and that all sum and sums of money, recoveries and executions to be had and obtained upon the same by any suite, action or execution, or otherwise, shall be to the onely use of the said M.W. and H.I. to be divided betwixt them proportionably according to their several debts, in as large and ample manner and form as the said I.C. might have had the same. & that he the said I.C. hath not, nor he, his Executors or Administrators shall not at any time hereafter, release or discharge the said debt contained in the said Statute, nor any action, extent or execution to be had upon the same, nor do any act or acts in prejudice of the same: And further that he the said I.C. his executors and Administrators shall at any time during the space of two yeares next after such time as the said Statute shall be executed by way of extent, make or cause to be made to the said M.W. and H.I. their Executors, Administrators and Assigns, to the only use and behoof of them the said M. W. and & H.I. as aforesaid, upon reasonable request, & at the costs and charges in the Law of them the said M.W. H. I. their Executors, Administrators or Assignes, all such reasonable assurance and conveyance of the Land which shall be extended and put in execution upon the said Statute as shall be reasonably devised by the said M.W. and H.I. or either of them, their Executors Administratos or Assignes, or their or any of their Councel learned in the law, discharged of all incumbrances done by the said I.C. his executors & administrators. In witness, &c.

# PRESIDENTS

FOR

Bills, Answers, Replications & Demurrers, Rejoinders &c. in Chancery.

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*A Bill to be relieved against bonds, being but a Surety, and for obtaining an Injunction.*

*To the Right Honourable the Lords Commissioners of the Great Seale of England.*

IN all humbleness complaining, sheweth unto your good Lordships your dayly Orator I. S. &c. That whereas about a year now last past your said Orator having but lately before attained to his full age of 21. years, and being in possibility of good meant, from his father was inveigled and drawn in by one I. H. of L. Goldsmith, and one G. B. whom the said H. used for his instrument therein, and did at their solicitation and perswasions, and upon their promisses to supply your Orator with money for his then present occasions, enter into and become bound together with the said B. and one I. I. then a stranger to your Orator, unto the said I. H. in or by two severall bonds or obligations, the one of them bearing date, in or about, &c. being

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ing of the penalty of 200. l. with condition for the payment of 100. l. or thereabouts, at six months then following, or some other time in the said condition mentioned, now long since past, and the other of the said bonds bearing date, &c. At the time of entering into which said bonds your Orator was confidently told and promised, as well by the said G.B. as by the said I.H. that he your said Orator should have for his own use, all or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I.H. any more money, but onely so much as he should receive up. on the security of the said bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, until he were well enabled by his fathers meanes to discharge it, which moved your Orator the more willingly to enter into the said bonds, he presuming that he should have had his want of ready money supplied thereby, but after your orator had entered, into sealed & delivered the said bonds, he could not get nor did receive of or from the said I. H. the obligee or any other any money at all or other thing whatsoever, nor was there any money at all or other thing of any value disbursed, paid or delivered by the said I.H. upon, for or in respect of the said bonds so entered into or either of them, but if any money or commodities were disbursed or delivered for or upon the said bonds, then was it of small value, and that received onely by the said G. B. who either converted the same unto and for his own private use, or else paid it back and restored it to the said I.H. or whatsoever it were, or howsoever disposed of, yet had not your Orator ever any penny or part thereof, and therefore your Orator presumed

presumed he should not have bin any way troubled, sued or molested, upon or by reason of the said bonds or either of them, he having not received the money or any part thereof, for which the same were intended, nor any consideration at all, for or in respect of such his entering into the said bonds, but was greatly disappointed for want thereof, to his no small hinderance, as was and is well known both to the said I. H. and G. B. whom after the entering into the said bonds, your Orator often solicited for the money, thereupon promised unto him, and they as often delayed him with promises thereof, but to this day your Orator never had nor could get from them or either of them, any money, commodities or other consideration whatsoever, and so was meerly abused by them therein. Yet now so it is may it please your good Lordship, that the said I. H. & G. B. intending to make a prey of your Orator, and having to that end drawn him into the bonds aforesaid, and being combined and confederated to lay upon him the whole burthen and penalty thereof, have the better to effect the same so plotted, as that the said G. B. who was and is privy to the whole passage of the businessse before mentioned, and whom the said H. used as his instrument to draw your Orator into the said bonds, hath lately since the money mentioned in the conditions thereof, become thereby due, absented himself with the privy, and by the procurement of the said H. and liveth now in remote and obscure places unknown to your Orator, but well known to the said I. H. who while the said B. was here present, never demanded of your Orator any money at all, nor any way questioned him upon the said bonds, or either of them, but now the said G. B. (who could detect his dealing in the premises) being absent and kept out of

the way, he the said I. H. upon advantage therein, and in pursuance of their plot aforesaid doth now pretend and give out in speeches, that the said bonds were real securities, and entered into for just debts, and that your Orator and the said B. B. and I. I. or some or one of them, had of him the said H. money or commodities of the value of the money mentioned in the conditions of the said bonds, which money he pretendeth to be still unsatisfied, and the said bonds thereby forfeited: and hereupon he the said I. H. hath of late arrested your Orator, and commenced or threatneth to commence and prosecute several suits against him at the common law upon the said severall bonds, and spurring the said G. B. (whom he hath purposely absented) bendeth all his force against your Orator and albeit he the said I. L. hath received satisfaction of and from him the said B. B. and I. I. & of & from some others to their use or in their behalf, of and for all the money and commodities, if any were lent and delivered by him upon the said bond, and knoweth well that your Orator had never any part of such money or commodity, nor any consideration at all for or in respect of his entering into the said bonds, but was meerly drawn thereunto upon the promises aforesaid, which were never performed unto him, yet he the said I. H. continueth still his suite and threatnings of suite against your Orator, at the common law upon the said bonds, with intent to recover of him the whole penalties thereof, and the said B. B. giveth way and furtherance thereunto, and will take no course to free and discharge your Orator thereof, nor will the said I. H. seek for satisfaction as he ought, (if any be due unto him at the hand of the said B. B.) nor discover where the said B. is, but both of them by a joint confederacy



cy between them, intend to lay upon your Orator the whole burden and penalties of both the said bonds, and then, to share and divide the same between them, contrary to all right and rules of equity, and to his your said Orators apparent wrong and insupportable hinderance, unlesse he may find redresse for the same before your Lordships in the justice and equity of this Honourable Court. In tender consideration whereof and of all the aforesaid premisses, and for that your Orator is voide of all remedy by the course of the common lawes of this land, to releve himself in the said premisses, and cannot there plead the matter of equity before alledged, nor any other sufficient plea in barre, or be discharged of the said bonds and of the suits there commenced and threatned against him thereupon, nor can thereby compell the said G. B. to take any course for your Orators discharge of the said bonds, or there inforce him and the said I. H. to performe and make good unto your Orator their promisses aforesaid, for that your Orator hath no such precise proof of the said premisses by witnesses now living and extant, as the common law in such cases requireth; but your said Orator is for all those matters before your Lordships in course of equity properly to be relieved, where he hopeth the said I. H. and B. B. will upon their oaths if they may be thereunto called, confesse their said promisses, and the premisses to be true in such sort as aforesaid, or if they shall deny the same, that yet your Orator shall be able to make such prooffe thereof by circumstances as may in equity move your Lordships to relieve him therein. Therefore & to the end the said I. H. & S. B. may upon their oaths declare and set down what, & how much money or commodities, and of what sorts and value the

said I. M. disbursed, lent or delivered upon the security of the bonds aforesaid, and when and to whom, and whether he had the same or any part, and what part thereof back again, and what other satisfaction he the said I. H. hath received for or towards the said bonds, or the money mentioned in the conditions thereof, and for whom; and to the end that the said I. H. and G. B. may be ordered to discharge your Orator of and from the said bonds; and that all suits at the common law thereupon against your Orator may be stayed, that the matters concerning the same may be here determined in and by this Honourable Court according to equity: May it please your good Lordships, the premisses considered, as well to grant unto your said Orator proces of Injunction to be directed to the said I. H. commanding and enjoining him, his Councillors, Atturney or Agents and Solicitors thereby to surcease and stay all suits and further proceedings at the common law against your Orator upon the bonds aforesaid, or either of them, until the matters of equity concerning the same be heard and determined in and by this Honourable Court, As also to grant unto your Orator processe of *Subpœna*, &c.

*A Bill of Review.*

**H**umbly complaining, &c. R. W. of, &c. brother and heir of W. W. late of W. &c. That whereas the said W. W. in his life-time, viz. in Easter-Term, in the fourth year, &c. exhibited his Bill of complaint in this High and Honourable Court of Chancery before your Lordships, the Tenour whereof followeth in these words. To the Right Honourable, &c. (recite the whole Bill *verbatim*) And the said W. C. being accordingly served with processe of *Subpœna*, issuing out of this Court, appeared in the said term, &c. and upon his

his corporal oath then and there made his answer to the said Bill of complaint, which answer remaineth upon record in this Honourable Court, whereunto your Orator concerning the particular matters and circumstances therein contained, prayeth that he may referre himself for more certainty, (and then in brieft, shew all the further proceedings in particular) since which time, may it please your good Lordships, that the said W. W. died, whereby the said Bill, proceffe and whole proceedings thereupon are abated, and yet neverthelesse the whole right, title and interest of him the said W. W. in all the said Messuages and Lands by his death, are lawfully descended and come to your Orator, as brother and next heir unto the said W. W. so that your Orator in equity ought to have such remedy, benefit and advantage against him the said W. C. for all the said Lands, &c. as the said W. W. might have had at any time in his life-time: May it therefore please your good Lordships, the premisses considered, that the said Bill, answer, replication, depositions, orders and certificates, and the whole proceffe and proceedings upon all and every of them, may be revived, and stand in such state for your Orator against the said W. C. & his heirs, to all intents and purposes as the same were for the said W. W. at the time of the death of him the said W. W. and that your Orator may thereupon have such and as great benefit and advantage against him the said W. C. as your Orators said brother W. W. might have had at the time of his death; and likewise, that it may please your good Lordships, to grant unto your Orator proceffe of Subpoena, &c.

*The Beginning and Conclusion of a Single answer.*

**T**He said defendant saving & reserving to him self now & at all times hereafter, all benefit of exception unto the incertainties, insufficiencies and imperfections in the said Bill of complaint contained, for a full, plain, perfect and direct answer unto all and every the matters, allegations and things which are in the said Bill of complaint contained in any sort or wise material or effectual in the law for this defendant to answer unto, saith, &c.

*The conclusion.*

Without that any other matter or thing in the said bill of Complaint contained, material to charge this defendant withall, or effectual by him to be answered unto, and not hereby sufficiently answered unto, confessed or avoided, traversed or denied, is true in such sort, manner and form as herein before is expressed. All which this defendant doth & will be ready to averre, maintain and prove, as this Honourable Court shall award, and humbly praieth to be hence dismissed with his reasonable costs and charges in this behalf wrongfully sustained.

*A Plea and Demurter.*

**T**He said Defendant by protestation not confessing or acknowledging any matter or thing in the said Bill of complaint contained, laid to the charge of this defendant, to be true in such manner and forme as is therein set forth, Saith that the said bill doth contain therein against this defendant (as he is by his counsell advised) many apparent imperfections, incertainties and insufficiencies, such

as do afford unto him just caule and matter of exception to plead in bar of the plaintiffs further proceedings against him in this honourable Court thereupon the benefit and advantage of exception, whereof this defendant apprehending accordingly saith, first for answer to so much of the said bill as is material to charge him withal, That he beleeveth it to be true, &c. (Answer what is necessary to be answered to the plaintiffs Bill.) And as unto the accompt which the Plaintiff by his said bill demandeth of this Defendant, and to all other the matters of the said bill not before hereby answered unto, he this defendant for and by way of Demurrer thereunto saith, &c. And for all these matters, causes and reasons before alleadged, and for divers other apparent uncertainties and insufficiencies in the said bill, doth under favour of this honourable Court demurre in law unto and upon those points of the said bill not before answered unto, and demandeth judgement of this honourable Court, whether the premisses standing in state as is before alleadged, he this defendant shall be compelled to make any other or further answer thereunto; and whether the plaintiff shall be admitted to any releefe, examination of witnesses, or further proceedings against this defendant in this honourable Court thereupon, whose judgement therein this defendant humbly expecteth, and most humbly prayeth to be dismissed, &c.

*A Certificate for a Forma Pauperis in Chancery.*

To the Right Honourable, the Lords Commissioners  
for the Great Seal of England.

**M**ay it please your Honours, to be advertized  
by us. whose names are hereunder written,  
That to our knowledge A.C. of, &c. is a very poor  
woman, and not worth s.l. and there being a suite  
in Chancery lately commenced against her by  
one R.B. the same besides her trouble is like to bring  
upon her great expence, and unlesse the same may  
be prevented by, your Lordships favour by admit-  
ting of her in *Forma Pauperis*, the defence of such  
suite otherwise is like to tend to her undoing. The  
consideration of all which we humbly leave to your  
Lordships further consideration, and do rest

At your Honours  
or Lordships command.

*An Affidavit for the same.*

**I**S. of, &c. maketh oath that he verily believeth  
that A. C. of, &c. is not worth s.l. of her own  
proper goods (her debts being paid) and she is very  
lame, and by reason of her infirmity not well able  
to travel to London about such suite as is prosecuted  
against her by one R.C.

*Iurat. 20. die M. I. M.*



*The Petition on the same.**To the Right Honour able, &c.**The humble Petition of, A. C. of, &c. widow defendant to the Bill of Complaint of R. B. complainant.*

**S**heweth, That your petitioner is a very poor woman and not worth s.l. as may appear by the certificate hereunto annexed of sundry persons of quality to whom her poverty is well known, and there being this last term a long bill exhibited by the plaintiff in Chancery against her for and concerning, &c. and other things of like nature, she in respect of her poor estate shall not be able to answer or defend that suite, unlessse your Lordships be pleased to admit her in *Forma Pauperis* to be sued and sue concerning the same.

Wherefore your petitioner doth humbly desire, that your Lordships in consideration of her poverty (she being not able to travel) would be pleased in that behalfe to admit her in *Forma Pauperis*, and to Assign Master G. and Master T. to be of her Council, and Master M. to be her Attorney, and she shall ever pray, &c.

*Ans.* Upon the Certificate and Affidavit of poverty annexed, let the petitioner be admitted to sue and be sued in *Forma Pauperis* as is desired.

T. G. &amp;c.

*The form of the Title of a second answer to be made upon a Report, &c.*

**T**He further Answer of A. B. one of the defendants to the Bill of Complaint of C. D. Complainant,

nant according to the report of E. F. one of the Masters of this Court made the 17. daie of I. and of an order of this Court of the 8. of this instant moneth of A. 1644.

The said defendant in obedience of the said order, and for further satisfaction of this honourable Court saith, &c.

All which matters and things he this defendant is and will be ready to averre and prove as this honourable Court shall award, and prayeth as in his former answer he hath prayed.

*The Form of a Rejoinder.*

**T**He said defendant saving to himself now and at all times hereafter all and every the advantages of exception to the incertainties and insufficiencies of the said Replication, for Rejoinder saith; That he will averre and prove that his said answer by him put into this honourable Court to the Bill of the plaintiffs is very true, certain and sufficient in the law, and that all and every the matters, articles and things therein contained are true in such sort, manner and form, as in and by this defendants said answer they are truly set forth and declared; without that, that any other matter or thing material or effectual in the law to be rejoined unto in the said Replication contained, and herein not well and sufficiently confessed or avoided, traversed or denyed is true; All which matters and things this defendant doth and will averre and prove, as this honourable Court shall award, and therefore prayeth, as in and by his said Answer he hath already prayed.

*Another Petition for admittance in forma pauperis.*

**H**umbly sheweth, that D.Q. I.S. and others have much wronged and oppressed your Petitioner, to his utter undoing, as may appear by several writings extant to be shown, and because his adversaries are rich and powerful, and your Petitioner poor and distressed, he is unable to contend in law for his relieve.

Now for that your Petitioner is not worth five pounds in all the world (his debts paid) he most humbly beseecheth your Lordships to admit him in *forma pauperis*, in this honourable Court against the said parties and others, appointing him such for his Counsel, and such for his Attorney as your Lordships shall think meet, and your Petitioner shall pray, &c.

*A warrant upon a Reference to a Mr.*

20. Junii

1633.

*Inter W. O. quer. & R.G. defen.*

**B**Y vertue of an order of the 30. of M. last past, I have appointed to consider of the matter to me referred on T. next at 4. of the clock in the afternoon, at my Chamber in, &c. whereof let the said plaintiff, his Clerk or Solicitor have notice, to the end they may then and there attend, and with Counsel if they please.

L. C.

As

*An Affidavit for serving a Subpœna, Inter I. G. Quer.  
& R. W. Def.*

**I.** G. of S. in the County of &c. maketh oath, that  
on, &c. of this present February, he personally  
served a Subpœna out of the honourable Court of  
Chancery under seal on R. W. of, &c. by delivering  
that ( or the Labell or body, &c ) at his house on-  
to the wife of the said R. W. by which Subpœna, he  
was to appear at the Suite of I. L. of, &c. and was re-  
turnable the first of this present moneth of, &c.

*Jur. 6. die Feb. 1633.*

*I. P.*

*A Replication.*

*The Replication of T. E. Plainriff to the Answer of G.  
C. Defendant.*

**T**He said Replyant, Saving unto himself now and  
at all times hereafter, all and every the Advan-  
tages and exceptions to the incertainty and insuffi-  
ciency of the said Answer, for Replication thereunto  
he saith, That he will averre and prove, that his said  
bill by him exhibited against the defendant into this  
honourable Court is true, certain and sufficient in  
the law to be answered unto; and that all and eve-  
ry the matters, articles and things therein contain-  
ed are true in such manner and form as in and by  
the said bill is set forth, & that the answer of the de-  
fendant is incertain and untrue, and insufficient to  
be replied unto, without that, that any other mat-  
ter or thing material or effectual in the law contain-  
ed in the said Answer to be replied unto, and herein

not

not replied unto, confessed and avoided, traversed or denied is true, all which matters and things the said plaintiff is and will be ready to averre and prove as this honorable Court shall award, and therefore he doth pray, as formerly by his said bill he hath already prayed.

*An Affidavit that the defendant cannot answer without sight of writings in the Countrey.*

*Inter* { *R.G. Quer. & W.O.*  
*& al. Defendentes.*

**T**He said Defendant W.O. maketh oath that upon perusal of the Plaintiffs bill, he finds he cannot make direct and perfect answer to the same without the sight of Certain writings which are in the County of H. about thirty miles distant from this Court, & further deposeth that his wife is at this present so sick & weak that she is not able to make her personal appearance in this Court without danger of her life.

*Inrat. 27. die M. 1633.*

*J.M.*

*The form of an Administrators Accompts.*

**T**He Accompt of L. S. of, &c. Administrator of all and singular the goods and chattels of R. S. of, &c. his brother deceased, Aswel of and for such and so much of the same goods and chattels as came to his hands, as of and for his payments, and disbursements out of the same, as followeth, &c.

The said Accomprant chargeth himself with all and singular the goods and chattels of the said deceased, specified in an Inventory thereof made and exhibited into the Registry of the prerogative Court of

of Canterbury, amounting as by the same inventory  
appeareth to the sum of \_\_\_\_\_  
and Petitions for allowance as followes.

**I**nprimis, the said accomptant desireth allowance  
of the several charges of the said deceased, as  
followeth, viz. &c. amounting one way and o-  
ther, as this accomptant hath them in particulars  
to the sum of \_\_\_\_\_

Item, the said accomptant desireth allowance of  
certain debts due by the deceased at his death,  
which this accomptant hath since his death paid &  
discharged that is to pay and discharge as followeth,  
viz.

Imprimis, to such a one. \_\_\_\_\_

*The leading of an Inventory.*

**A**true Inventory of all and singular the goods,  
chattels, cartels and credit of R. S. Gentle-  
man deceased, praised at L. the day of, &c. by I. T.  
&c. as followeth.

Imprimis, his purse and apparel. \_\_\_\_\_

Item, his bookes. \_\_\_\_\_

Item, the annuity of A. B. \_\_\_\_\_

Item, the reversion of N. close. \_\_\_\_\_

Sum. \_\_\_\_\_

Item, one R. and E. \_\_\_\_\_

Debts. \_\_\_\_\_

Item, debts owing him. \_\_\_\_\_

Item, desperate debts. \_\_\_\_\_

Sum. \_\_\_\_\_



An Answer to a bill to be relieved against 8 l. per centum, for money left in the hands of a purchaser to be paid for after that rate.

The several answer of J. L. one of the Defendants to the bill of complaint of S. G. Esquire complainant.

**T**He said defendant, now and at all times hereafter, saving to himself all advantage and benefit of exception to the uncertainties and insufficiencies of the said complainants Bill of complaint, for answer thereunto he saith, True it is, that in November, &c. he this defendant together with his brothers, F. R. and W. L. did bargain and sell unto, W. C. in the complainants bill named, and to his heirs, the scite of the capital Messuage or Farm of C. with the appurtenances in the County of O. in the bill mentioned, with other lands and premises for which the said W. did covenant and agree to pay the sum of six thousand pounds, as in the complainants bill is mentioned, one thousand pounds whereof the said W. C. was by agreement to keep in his hands, being part of the purchase money, for the benefit and behoof of B. L. widow this defendants mother, and for the defendant F. L. this defendants brother, and to such person or persons, and to and for such use and uses, as the said F. should nominate and appoint, to the intent that the said B. in consideration of the said one thousand pound, remaining in the hands of the said W. C. should receive fourscore pounds per annum, in respect of her releasing of her jointure of and in the premises, which was to be paid every halfe year unto the said B. for and during her natural life, in case the said F. L. lived who is survivor,

and after her decease the said fourscore pounds *per annum*, to be paid to the said defendant F. L. for and during his natural life, and to such woman as he should take to wife, in case the said F. married and died before such a wife, for and during her natural life, for and in lieu of her jointure, with divers other covenants and conditions contained in an Indenture made the, &c. between the said B. L. and F. L. on the one part, and the said W. C. on the other part, to which this defendant in all things referreth himself, as therein more at large the same doth & may appear. And amongst the rest it is covenanted & agreed between the parties to the said Indenture, that after the death of the said F. and of his said wife, if he did marry, then the said one thousand pounds to remain to the issue of their two bodies lawfully begotten, and if they have no issue then living, then the said one thousand pounds is to go according to the true intent and meaning of the said last recited Indenture: and if the other defendant R. L. this defendants second brother should happen to die, surviving the said F. then the said one thousand pounds is to remain in the hands of the said F. for ever, and for the better securing of the payment of the said fourscore pounds *per annum*, and of the said one thousand pounds, the said W. C. in and by the said last recited Indenture, did grant, bargain, sell, alien, enfeoffe and confirme unto the said B. this defendants mother, and to the said F. L. his heirs and assignes for ever, all that piece or parcel of pasture-ground lying in C. aforesaid, commonly called or known by the name of, &c. then in the renture or occupation of this defendant, to which said Indenture this defendant referreth himself, as will more at large appear. And this defendant aith, that the said W. C. well knowing that he was

not bound to give the said one thousand pounds to the said B. L. his mother.

whereunto bound by his agreement, during his life-  
time, did justly and truly pay the said fourescore  
pounds *per annum*, unto the said B. this defendants  
mother, by halfe yearly payments during her life-  
time, who died about &c. since, and by and  
after her decease the said F. L. this defendants  
brother, by the advice and counsel of the complai-  
nant himselfe, by his deed of assignment, with a  
letter of Atrutney bearing date the, &c. did for and  
in consideration of the sum of eight hundred and  
threescore pounds, part of the said purchase-mo-  
ney which the said P. L. did agree to pay unto this  
defendant in respect this defendant joined in the  
sale of the said Mannor, Lands and premisses, and  
did enter into a bond of four thousand pounds, for  
payment thereof, and of other moneys to this de-  
fendants brothers accordingly, did grant and as-  
signe unto this defendant and his heirs and assignes,  
the said fourescore pounds *per annum*, during the  
life of this defendants said brother F. as in and by  
the said deed of assignment, (relation being therenti-  
to had) at large the same doth and may appear. And  
this defendant saith, that after the said assignement so  
made unto this defendant, the said W. C. did by  
himselfe and his servant, and others on his behalf,  
during all his life time, pay the said fourescore  
pounds *per annum* to this defendant, and this de-  
fendant is perswaded, had not the said W. C. well  
known that the said fourescore pounds *per annum*  
was due to have been paid by him, that he  
would not have paid the same to this defend-  
ant. And this defendant saith, that after the death  
of the said W. C. I. C. his soune and heir, or some  
other on his behalfe did pay the same unto this de-  
fendant, And this defendant believeth the com-  
plainant hath some conveyance of the said premis-  
ses from the said I. C. but for what consideration

this defendant knoweth not, and saith, that the complainant himselfe sithence the said purchase hath paid the same to this defendant, and therefore this defendant conceiveth that he is unjustly troubled touching the premisses: and this defendant saith, that therefore (under favour) this defendant conceiveth that the said fourescore pounds *per annum*, and also the said one thousand pounds secured by part of the premisses, bargained and sold as aforesaid, it being so long before the Statute made for reducing interest-money from eight to six in the hundred, and the same fourescore pounds *per annum*, being (as this defendant conceives) due as parcel of the contract for the said land, assigned over to this defendant for great and valuable considerations, the same shall not now be infringed, broken or repealed for the causes in the bill mentioned, or for any causes whatsoever, the rather for that this defendant and his brothers, upon the considerations and conditions aforesaid, did bargain and sell the said mannor, lands, and premisses at an under value; without that, that any other matter or thing in the said bill of complaint contained material or effectual in the law for this defendant to make answer unto, and not herein before sufficiently answered unto, confessed and avoided, traversed or denied, is true in such manner and form as in the said bill is alledged; and this defendant prayeth to be dismissed out of this honourable Court, with his reasonable costs and charges in this behalfe most wrongfully sustained.

*The beginning and conclusion of a Bill in Chancery.*

*To the right honourable the Lords Commissioners of the great Seal of England.*

**S** Heweth unto your Lordships, your Orators E. L. of the City of N. in the County of W. Gentleman,

Man, and M. his Wife, that whereas &c. The conclusion May it therefore please your good Lordships, to grant unto your Orators process of *Subpœna*, to be directed unto the said W. C. thereby commanding him (or them and every of them) at a certain day, and under a certain pain therein to be limited, personally to appear before your Lordships in this high and honourable Court of Chancery, to answer the premisses; and further, to stand unto and abide such order, direction and award concerning the same, as unto your Lordships shall seeme meete, and your Orators shall daly pray for the long continuance of your Lordships prosperous estate.

*A Lease of a Mill.*

**T**HIS Indenture made, &c. Between Sir T. C. of, &c. Knight, and L. his wife, of the one part, and T. A. of, &c. of the other part, Witnesseth that the said Sir T. C. and L. for and in consideration of the Rent and Covenants hereafter in these presents expressed, and also for divers other reasonable considerations them thereunto moving, Have demised, granted and to farm-letten, and by these presents do for them, their, &c. demise, grant and to farm-let, unto the said T. A. all that their grist-Water-mill and Mills, being two grist-Mills under one Roofe, commonly called or known by the name of S. Mill with the appurtenances, situate and being in the parish of &c. sometimes in the tenure, or occupation of one E. D. & now or late in the tenure or occupation of N. C. or his assigns, and the ground and soile whereupon the said Mill and Mills now stand, containing by estimation, one fourth part of an Acre be it more or lesse, and also all the scite of Mill as well customary as conventionary.

ry of all the Tenants of the Mannor of D. in the said County, and all the toll and custome for grinding of all the Corne and Graine whatsoever, as well of all the Tenants and Under-tenants of the said Mannor, now being or which hereafter at any time shall be, during the term by these presents demised, as of all the inhabitants now dwelling or abiding or which hereafter shall dwell or abide within the said Mannor of D. aforesaid, and also all toll, benefit and custome for grinding of all Corn & Grain whatsoever, and also all and singular hedweares and Mill-ponds, and the soile whereof the said hed-weares and Mill-ponds do stand and are builded, and all hed-weares hereafter to be builded, and the soile and earth thereof, and all Mill-pooles, Mill-dams, Stanks, Banks, Ponds, Streams, Waters, Water-courses, Rivers, Fishings, Fishing-places, Waies, Paths, Passages Easements, Profits, Commodities, Advantages, Emoluments and appurtenances whatsoever to the said Mill and other the premisses by these presents demised and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the same now or at any time heretofore let, used, occupied, had, taken, reputed or enjoyed. To have and to hold the said Mill, and the ground and soile thereof, with the appurtenances, and the said site of Mill of all the Tenants of the said Mannor, and the said toll and custome of grinding of all Corn and Grain of the said Tenants and Inhabitants aforesaid, and all toll and custome of grinding of all Corne and Grain whatsoever, and the said Weares, Mill-dams, Mill-ponds and the ground and soile thereof, Mill-pools, Stanks, Banks, Rivers, Streames, Wayes, Passages, Fishings and all and singular other the premisses herein before mentioned or intended to be hereby demised and granted, and every part and parcel thereof, with the



the appurtenances unto the said T. A. his Executors, Administrators and Assignes, from the feast day of, &c. last past before the date hereof, for and during and unto the full end and term of, &c. from thence next ensuing, and fully to be compleate and ended; yielding and paying therefore yearly during the said term, the yearly rent or sum of, &c. at two of the most usuall feasts or termes of payment in the year, that is to say, at the feast of, &c. by even and equall portions, the first payment thereof to begin and to be made at or on the feast day of, &c. next ensuing the date hereof: and if it shall happen the said yearly rent of, &c. or any part thereof to be behind and unpaid by the space of 14. dayes next over or after any of the said feasts or daies of payment, wherein the same ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth and at all times afterwards, it shall and may be lawfull to and for the said T.C. and D. his wife or either of them, their or either of their heires executors, &c. into the said demised premisses and every part and parcel thereof to re-enter, and the same to have again, retaine and repossesse, as in his, her or their first and former estate, and the said T.A. his, &c. thereout and from thence utterly to expel, put out and amove, these presents or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said T. A. for himself, his, &c. and for every of them doth covenant, promise and grant, to and with the said Sir T.C. and D. &c. by these presents in manner and form following: That is to say, that he the said T.A. his, &c. shall and will from time to time, during the said term of, &c. hereby granted, do and make his and their suite and service, for and in respect of the premisses, to the Court and Courts of the said Sir T.C. and D. and their heirs to be

kept and holden within the said Mannor of D. upon  
 such reasonable warning as there is given or used,  
 or else in default and neglect thereof, shall and  
 will yearly during the said termes, pay or cause to  
 be paid unto the said Sir T.C. and D. and their  
 heires, the sum of, &c. if it be demanded, and the  
 said T.A. doth for himself, his, &c. further covenant,  
 promise and grant, to and with the said Sir T.C. and  
 D. that he the said T.A. his, &c. within the space  
 of 3. years next ensuing the date hereof, shall and  
 will at his and their own proper costs and charges,  
 lay out, disburse and bestow upon, about and in  
 repairing, bettering and amending the said Mill  
 or Mills before hereby demised, where most need  
 shall be required the sum of, &c. and also that he  
 the said T.A. his, &c. at his and their like proper  
 costs and charges shall & will well and &c. repair, a-  
 mend, maintain, uphold and keepe the said Mills  
 so to be, repaire and amended as aforesaid, and all  
 other the afore demised premisses, with the appur-  
 tenances in, by and with all and all manner of need-  
 ful & necessary reparations & amendments whatsoe-  
 ver, when & as often as need shall require, during the  
 said term, and the same Mills and other the premisses  
 with the appurtenances, so being well and sufficiently  
 repaired, upholden & amended, in the end or other  
 determination of this present lease shall and will  
 leave and yield up unto the said Sir T.C. and D. or  
 one them, their or one of their heirs or assignes,  
 And the said T.A. for him, his, &c. doth likewise co-  
 venant and grant to and with the said, &c. that he  
 the said T.A. his, &c. shall and will well and truly pay  
 or cause to be paid unto the said, &c. his, &c. the said  
 yearly rent of, &c. in manner and form as is before  
 in these presents expressed, limited and declared.  
 And the said Sir T.C. and D. do for them and their  
 heirs and assignes covenant and grant to and with  
 the

the said T. A. his, &c. that in case any of the Tenants or Inhabitants of the said Mannor of, &c. shall and do at any time, during the said terme hereby granted, withdraw or surcease to do suit of Mill to the said Mill, or to bring & carry, or cause to be brought & carried their Corn and Graine whatsoever to the said Mill or Mills by these presents demised, there to have the same ground, or shall carry the same to any other place or places, or to any Mill or Mills to be ground, then the Steward or Stewards of the said Mannor for the time being, shall & will upon all and every the presentment and presentments thereof make, set and impose upon every such Tenant and Tenants and Inhabitants, so withdrawing and not doing his or their suit or suits of Mill to the said Mill or Mills, such lawful & reasonable Fine & Fines, Amerciament & Amerciaments from time to time, as in such cases is lawful & usual & the same Fines or Amerciaments so imposed, shall receive or leavy, & being so received or leavyed, pay and deliver the same or so much thereof as the said T. A. his, &c. shall be prejudiced or damaged by reason of such withdrawals as aforesaid, unto the said T. A. his, &c. And lastly, the said Sir T. C. and D. for them, their, &c. do covenant, promise and grant, to and with the said, &c. by these presents, that he the said T. A. his, &c. and every of them, for and under the payment of the said yearly rent of, &c. above by these presents reserved in manner and form aforesaid, and performing, fulfilling and keeping all and singular the covenants, grants, articles, clauses and agreements before in these presents contained, which on his and their part are and ought to be observed, performed, fulfilled and kept, shall and may lawfully, peaceably and quietly have, hold, occupy, possesse and enjoy all and singular the said demised premisses and every part and parcel

parcel thereof, with their and every of their appurtenances, without the lawful let, suit, trouble, eviction, ejection, molestation or interruption whatsoever of them the said T.C. and D. or either of them, their or either of their heirs or assigns, or any of them, or any other person or persons whatsoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reason of his, her, their or any or either of their acts, titles, means, assent, consent or procurement. In witness, &c.

*A single obligation from one to one.*

**K** Now all men by these presents, that I. A. B. of the parish of D. in the County of E. Husbandman, do stand and am firmly bounden and obliged to F. G. of H. in the said County of E. Yeoman, in the sum of fifty and one pounds and ten shillings of good and lawful money of *England*, to be paid to the said F. G. or his true and lawful Attorney, Executors or Administrators, to the which payment well, faithfully and truly to be made, I do bind me, my heirs, executors and administrators firmly by these presents. Sealed with my seale. Dated the first day of October, in the year of our Lord God, one thousand six hundred fifty and one.

*An obligation from two to one.*

**K** Now all men by these presents, that we A. B. of the parish of C. in the County of E. Gentleman, and F. G. of the parish of H. in the County aforesaid Esquire, do stand and are firmly bounden and obliged unto Sir H. I. of the parish of K. in the said County of E. Knight, in the sum of one hundred and three pounds of good and lawful money of *England*,

*England*, to be paid to the said Sir H. I. or his true and lawful Attorney, executors or administrators, to the which payment well and truly to be made, we bind our selves and either of us by himself jointly & severally for the whole and in the whole, our and either of our heirs, executors and administrators and every of them firmly by these presents. Sealed with our seales. Dated the tenth day of September, in the year of our Lord God, one thousand six hundred fifty and one.

*An obligation from three to one.*

**K** Now all men by these presents, that we A. B. of C. in the County of D. widow, E. F. of G. in the said County single woman, H. I. of G. aforesaid in the said County Mercer, do stand and are firmly bound and obliged unto K. L. Citizen and Merchant Adventurer of London, in the sum of 400. l. of good and lawfull money of *England*, to be paid to the said K. L. or his true and lawfull Attorney, executors or administrators, to the which payment well and truly to be made, we do bind us and every & either of us jointly and severally, for and in the whole, our and every & either of our heirs, executors and Administrators and every of them firmly by these present. Sealed with our seals. Dated the fiftenth day of October, in the year of our Lord God, one thousand six hundred fifty and one.

*A Condition for replevying goods.*

**W** Hereas the above named G. S. by vertue of his office, as Steward or Clerk of the Manor of, &c. upon several complaints and allegations of the above bound T. H. hath granted forth several precepts

precepts for the replevyng of divers and sundry of the goods and chattels of, &c. detained by one, &c. Now therefore the condition, &c. that if the said, &c. do with effect prosecute the action which he hath commenced against the said, &c. concerning the said goods, and shall also make due returne of the same, if returne by law shall be adjudged, and him the said G.S. from time to time and at all times hereafter, do and shall save, defend and keepe harmlesse and indemnified, against all men concerning the said goods and chattels, and the several replevies therefore granted. That then, &c.

*Another Condition for replevyng of cattel:*

**T**He Condition of this obligation is such, that whereas W. H. Gentleman hath impounded one Mare, two Colts and two Naggs, of the goods and cattel of I. P. Clerk at Helwels pound within the liberty of Week-Regs, and thereupon a replevin is orderly granted to the Bayliffe of the said liberty, for delivery of the said cattel unto the said I.P. if therefore the said I.P. do and shall follow the suit with effect against the said M.H. for the taking and with holding of the said Mare, two Colts and two Naggs, & returne the same, if the returne thereof shall be so adjudged according to the Statute in that case made & provided, & also save & keep harmlesse the above named Sir W. V. Knight, High-Sheriffe, his Deputy, Deputies and other Officers of the same Court of the said Mannor, for, touching and concerning the granting of the said replevin of the said Mare, two Colts and two Naggs, and every thing else concerning the same without fraud, that then this obligation to be void and of none effect, or else to remaine in full force and virtue.



*A Condition to pay the moiety of a debt, when it shall be received.*

**W**HEREAS E.B. of, &c. by one Obligation bearing date, the, &c. (reciting the bond) and whereas the moiety or one half part of the said sum of, &c. is due and payable unto the within named, &c. as money by him lent unto the said E. & whereas the said, &c. before the enscaling of the same recited obligation, did consent and agree that the said obligation should be made onely in the name of the said T.L. and the said T.L. to give his obligation to the said R.G. for the same moiety or half part of the said debt. Now if the said T.L. his, &c. or any of them, do well and truly pay unto the said R. his, &c. the sum of, &c. at or in, &c. being the moiety of the said, &c. on the, &c. or with as much convenient speed as he the said T. his, &c. can or may, next after he or they or any of them, shall have received the said sum of, &c. in the condition of, &c. specified with such interest as shalbe due for the moiety thereof. And if the said sum of, &c. shall not be paid at one intire payment on the said, &c. according to the condition of the said obligation, then if the said, his, &c. do and shall well and truly pay unto the said, &c. his &c. without any delay the moiety of such part thereof as he or they shall or may receive from time to time, &c. That then, &c.

*Articles of agreement indented, made, concluded and fully agreed upon the 10. day of, &c. Between E.M. of, &c. and R.A. of London Merchant, &c.*

**W**HEREAS the said E.M. the day of the date hereof, hath freely given and delivered un-

to the said R. A. the sum of, &c. to the intent and purpose that he the said R. A. shall accept and take into his service to be employed in Merchandizing affaires W. M. son of her the said E. M. in consideration whereof, but more especially at her request, and of the affection which the said R. A. beareth to the said W. M. he the said R. A. is contented and agreed to accept and take the said W. M. to be his servant in Merchandizing affaires and other businesses, and accordingly to employ him therein, not onely in England, but in the parts beyond the Seas, where the said R. A. now tradeth, or hereafter shall trade, and that for the term or space of seven years to be accompted from, &c. next ensuing the date of these presents; And hereupon the said E. M. for her self, her executors and administrators, doth covenant and grant to and with the said R. A. his, &c. by these presents, that the aforesaid W. M. her sonne, shall during all the said terme (if he so long live) well, diligently and faithfully to the uttermost of his power and skill, serve him the said R. A. in the trade of Merchandizing and other his affaires, at such place or places, either beyond the Seas, or on this side where the said R. A. shall designe or appoint him, and without absenting himself out of his said service or employment, or neglecting the same: and that he the said W. M. at all times hereafter, during the said term, shall from time to time, not only receive & take into his charge & custody all and every such goods & Merchandizes whatsoever, as by or for the use or accompt of the said R. A. shall be consigned or sent to him the said W. M. but also sell, utter and dispose of the same goods or Merchandizes to the most profit he can, for the said R. A. his &c. and shall also from time to time and at all times, during the said term, follow and per-  
 forme

forme all and every such advice, directions, orders and commissions, as the said R. A. shall by letters of advice, or otherwise give, send or make known to him the said W. M. in, about or concerning the factory or Merchandizing aforesaid: and also that he the said W. M. shall at the charges of the said R. A. his, &c. provide and keepe in due orderly manner books of accompt touching his said imployments in Merchandizing as aforesaid, according to the custome of Merchants in such cases used, and shall deale justly, truly, plainly and faithfully to and with the said R. A. his, &c. in all and every his accompts, reckonings, bargaines, buyings, sellings, doings and dealings in and about his said imployment in Merchandizing as aforesaid, and shall from time to time, once in every 6. moneths or oftner transmit and send unto the said R. A. his, &c. true accounts and reckonings of all the busineses and dealings of the said W. M. in the premisses, and shall also send letters of advice to the said R. A. so often as conveniently he may or can, of all matters and occurrences that shall necessarily arise concerning his service or imployment, and shall also returne and come to England, & bring all his bookes of accompts with him whensoever he shall be thereunto advised and required by the said R. A. his, &c. by letters missive or otherwise, and that the said W. M. shall from time to time upon every reasonable request, not onely shew forth all his bookes of accompts concerning all his doings and dealings as aforesaid, and make and give unto the said R. A. his, &c. a just, true, plaine and perfect acompt and reckoning in writing of, for and concerning all and every such goods, wares, money, debts and Merchandize whatsoever, as well of the said R. A. for his own proper use, or jointly with any others which shall

shall hereafter come to the hands, charge or factory of him the said W.M. or for which he the said W.M. may or ought to be accomptable unto the said R.A. his, &c. And moreover that he the said W.M. shall within, &c. next after the making and giving up every such accompt as aforesaid, well and truly satisfie, pay and deliver unto the said R.A. his, &c. all and every such goods, wares, money, debts, Merchandizes, specialties and other things whatsoever, as by or upon the foot of the same accompt shall appear, or be found to be due, coming or belonging to him the said R.A. his, &c. by or from the said W.M. in any manner of wise.

Item, the said E.M. for her selfe, her, &c. doth covenant, promise and agree to and with the said R.A. his, &c. by these presents, that she the said E.M. her, &c. at her and their own proper costs & charges, shall and will find, provide and allow unto and for her said son decent & fitting linnen, woollen and all other apparel of all sorts fitting for him in his service and imployment, during the said term. Item, the said R.A. doth covenant, &c. to find and provide unto the said &c. competent and fitting meate, drink, washing and lodging and all other necessaries (apparel onely excepted) during all the said terme. In witnesse, &c.

Bonds must be entered into, for performance of the Articles aforesaid.

*E. L. 43*

**F I N I S.**

*Chas in paying 241-56*

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